OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “

204 South 7th Street

September 18, 2018

TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION
    1. Reverend Clifford Jones from Greater Peace Baptist Church.

4. PLEDGE OF ALLEGIANCE
    1. Kate Edwards and Kinzlee Foster from the Southview Primary School.

5. READING OF MINUTES
    1. Minutes from the 9-04-18 City Council Meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. Financial Reports August 2018
    2. August 2018 Monthly Building Report
    3. Reappoint John Pruitt to the Opelika Housing Authority. New Term ends 10-18-2023.
    4. Recognize Keep Opelika Beautiful - Yard of the Year awards.
    5. Recognize Dixie Youth Ozone baseball team - 2nd Place in the State.

8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Request for Think Pink Walk on October 6Th.
    2. Request for Life Chain 2018 on October 7Th.
    3. Request for Prayer Force Walk on Sat. Oct. 20Th
    4. JK Food Mart Request Beer and Wine Off-Premise License.
    5. Public Hearing, Weed Abatement Assessment - 308 Brannon Ave
    6. Public Hearing - Weed Abatement Assessment - 509 1St Avenue
    7. Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.
    8. Public Hearing - Weed Abatement Assessment - 1733 1St Ave
    9. Public Hearing, Project Agreement with Southside Opelika, LLC.

10. Public Hearing, Amend Zoning Ord & Map: 1500 Block West Point Parkway, R-3 to PUD

12. AWARDING OF BIDS

13. RESOLUTIONS
    1. Designate City Personal Property Surplus and Authorize Disposal
    2. Expense Reports from Various Departments.
    3. Emergency Repairs-Pipe Supports-WWTP
    4. Weed Abatement Assessment - 308 Brannon Avenue
    5. Weed Abatement Assessment - 509 1St Avenue
    6. Weed Abatement Assessment - 1109 Magnolia St
    7. Weed Abatement Assessment - 1733 1St Ave
    8. Annual Renewal General Liability Insurance - H/R.
    9. Engagement Letter for Auditing Services - Acct.
    10. Adjust Scope of I-85 Connector Project.
    11. Renewal for Broadband Services with Charter Communications - OPS.
    12. Project Agreement for Southside Opelika, LLC
    13. Special Appropriation for Sportsplex Health Fair.
    14. Reserve Current Year Descritionary Balance for Each Council Member.
    15. Agreement with ALDOT for 1St Ave. TAP Grant - Eng.
    16. Project Time Extension for Hanwha.

14. ORDINANCES
    1. Annexation of Property at 465 Lee Road 174 - 2Nd Reading.
    2. Amend Zoning Ord & Map, 1500 Block West Point Parkway, R-3 to PUD, 1St Reading
    3. Amend City Code, Chapter 16, Add Article XVI, Truck Routes - 1St Reading.
    4. Amend City Code, Section 19-1, Offenses Under State Law; Penalties - 1St Reading.

15. APPOINTMENTS
    1. Reappoint Brent Poteet to the Board of Adj. & Appeals. Term ends 10-01-2022.
    2. Reappoint Raymond Williams to the Board of Adj. & Appeals. Term ends 10-01-2022.
    3. Reappoint Kenneth Burton to the Lee Co. Youth Dev. Board. Term ends 10-01-2022.
    4. Reappoint Robert Elliott to the Library Board. Term ends 10-19-2022.
    5. Reappoint Jill Jones to the Library Board. Term ends 10-19-2022.

16. ADJOURN

"*In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130."*

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3051

CM MINUTES (ID # 3051)

Minutes from the 9-04-18 City Council Meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
September 4, 2018
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

All city council members were present.

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

3. Invocation

Mr. Bill White gave the invocation.

1. Mr. Bill White from First Presbyterian Church.

4. Pledge of Allegiance

Hollins and Grant lead the Pledge of Allegiance.

1. Hollins Speakman and Grant Speigner from Southview Primary.

5. Reading of Minutes
    1. Minutes for the 8-21-18 City Council Meeting.

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

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller handed out to the council members a report from Lillie Finley detailing the activity of the City's Code Enforcement division year to date.

1. Recognize the Swim Team for wining the Alabama State Chapionship.
Mayor Fuller recognized the Swim Team coaches and team members for winning the Alabama State Championship.
2. Recognize the Dixie Boys baseball team for winning the Alabama State Championship.
Mayor Fuller recognized the Dixie Boys baseball coaches and team members for winning the Alabama State Championship.

8. Citizen Communications

(Limit comments to five minutes or less)

Maurice Ward thanked the Mayor and City Council for giving him more time to renovate his house.

9. Report of Disbursements
10. Committee Reports

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11. General Business
1. Request from Main Street, on the Tracks & Christmas in a RR Town.

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

2. El Rodeo Mexican Restaurant Request a Restaurant Retail Liquor and On-Premise Beer License.

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

3. Public Hearing-Weed Abatement Assessment, Parcel# 017.000 Williamson Ave
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against the weed abatement assessment at Parcel no. 017 Williams Avenue. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing - Weed Abatement Assessment, Parcel# 034.000 Orr Ave
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against the weed abatement assessment at Parcel no. 034 Orr Avenue. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions
1. Resolution 196-18 Expense Report.

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

2. Resolution 197-18 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 198-18 Weed Abatement Assessment - Parcel# 017.000 Williamson Ave

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

4. Resolution 199-18 Weed Abatement Assessment - Parcel# 034.000 Orr Ave

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

5. Resolution 200-18 Set Date for Public Hearing to Fix Assessment of Demolition - 207 Raintree Street.

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

6. Resolution 201-18 Set Date for Public Hearing to Fix Assessment of Demolition - 1106 Magnolia St.

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

7. Resolution 202-18 Contract with AU for Game Day Servcies - OPD.

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

8. Resolution 203-18 Annual Renewal of the Excess Loss Insurance Contract - H/R.

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

9. Resolution 204-18 Approval of the FY2019 City Budget.

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

10. Resolution 205-18 Head Swim Coach Job Classification

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

11. Resolution 206-18 Head Swim Coach Employment Contract

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

12. Resolution 207-18 Amend Organizational Chart of P&R - Building Service Worker.

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

13. Resolution 208-18 Add Fitness Trainer Job Classification

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

14. Resolution 209-18 Add ADA Compliance Officer Job Classification

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

15. Resolution 210-18 Add New Assistant Police Chief Job Classification

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 016-18-ORD East Central Alabama Highway Safety Office Lease - 2Nd Reading.

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

2. Ordinance Annexation of Property at 465 Lee Road 174 - 1St Reading.

This ordinance was introduced by Mr. Canon.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

16. Adjourn

The City Council meeting minutes of September 4, 2018 are hereby adopted and approved this the _____ day of ____________, 2018.

/s/

____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

The council meeting ended at 7:35 pm.

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

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Accounting
Category: City Financial Statements
Prepared By: Cynthia G. Boyd
Initiator: Cynthia G. Boyd
Sponsors:
DOC ID: 3050

MAYOR'S REMARKS (ID # 3050)

Financial Reports August 2018

ity of Opelika
Combined Balance Sheet - All Funds and Account Groups
YTD August 2018
Thousands of dollars

	Governmental Funds					Proprietary Funds				
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
ASSETS										
Cash	$ 43,649	$ 9,918	$ 36	$ 3,711	$ -	$ 1,725	$ 28,613	$ -	$ -	$ 87,652
Certificates of deposit	21,987	5,000	-	-	-	-	8,473	-	-	35,460
Receivables:										
Accounts and unbilled service	-	-	-	369	-	-	4,997	-	-	5,366
Taxes	6,336	6,641	-	-	-	-	-	-	-	12,977
Licenses and fees	2,651	-	-	-	-	-	-	-	-	2,651
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	100	-	-	-	-	-	-	-	-	100
Interest	(17)	-	-	-	3	-	-	-	-	(14)
Other	116	1,143	-	-	-	-	-	-	-	1,259
Due from other funds	1,390	-	-	-	5	104	7,437	-	-	8,936
Due from other governments	34	937	-	-	-	-	991	-	-	1,962
Inventories of supplies, at cost	171	-	-	-	-	-	2,386	-	-	2,557
Prepaid expenses	77	-	-	-	-	-	47	-	-	124
Investments	-	15	-	-	1,104	-	-	-	-	1,119
Investments with fiscal agent	-	-	1	-	-	-	452	-	-	453
Capital assets:										
Land	-	-	-	-	-	-	2,471	10,087	-	12,558
Buildings	-	-	-	-	-	-	13,755	42,627	-	56,382
Equipment	-	-	-	-	-	-	17,911	22,451	-	40,362
Utility systems	-	-	-	-	-	-	120,810	-	-	120,810
Infrastructure	-	-	-	-	-	-	-	94,362	-	94,362
Construction in progress	-	-	-	-	-	-	-	10,594	-	10,594
Total capital assets	-	-	-	-	-	-	154,947	180,121	-	335,068
Less: accumulated depreciation	-	-	-	-	-	-	(76,212)	(59,183)		(135,395)
Capital assets, net	-	-	-	-	-	-	78,735	120,938	-	199,673
Deposits	-	69	-	-	-	19	12	-	-	100
Amount to be provided for general long term debt									88,166	88,166
Total assets	76,494	23,723	37	4,080	1,112	1,848	132,143	120,938	88,166	448,541
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,488	-	-	1,488
Bond refunding costs	-	-	-	-	-	-	2,850	-	-	2,850
Total deferred outflows of resources	-	-	-	-	-	-	4,338	-	-	4,338

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

	Governmental Funds					Proprietary Funds				
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
LIABILITIES										
Accounts payable	1,289	124	-	759	1	-	6,445	-	-	8,618
Interest payable	-	-	-	-	-	-	513	-	-	513
Accrued payroll and benefits, due within one year	367	(12)	-	-	-	-	398	-	-	753
Due to other funds	69	966	-	392	1	-	7,508	-	-	8,936
Due to other governments	1	109	-	-	-	-	-	-	-	110
Claims and judgements, due within one year	-	-	-	-	-	254	-	-	-	254
Bonds payable due within one year	-	-	-	-	-	-	815	-	-	815
Unearned revenues	-	-	-	-	-	97	531	-	-	628
Claims and judgements, due in more than one year	-	-	-	-	-	101	-	-	-	101
Bonds payable, due in more than one year	-	-	-	-	-	-	47,297	-	88,166	135,463
Net pension liability	-	-	-	-	-	-	8,925	-	-	8,925
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	516	-	-	516
Customer deposits held	-	-	-	-	-	-	3,199	-	-	3,199
Total liabilities	1,726	1,187	-	1,151	2	452	76,147	-	88,166	168,831
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	17	-	-	17
Unearned revenues	3,571	8,647	-	-	-	-	-	-	-	12,218
Total deferred inflows of resources	3,571	8,647	-	-	-	-	17	-	-	12,235
FUND BALANCES										
Nonspendable	248	69	-	-	978	-	-	-	-	1,295
Restricted	71	3,214	37	134	-	291	452	-	-	4,199
Committed	14	-	-	-	-	-	-	-	-	14
Assigned	10,182	8,566	-	-	-	-	-	-	-	18,748
Unassigned	54,232	2,248	-	1	132	-	-	-	-	56,613
Invested in capital assets, net of related debt	-	-	-	-	-	-	33,473	120,938	-	154,411
Unrestricted	-	-	-	-	-	1,083	26,393	-	-	27,476
Encumbrances	6,450	(208)	-	2,794	-	22	(1)	-	-	9,057
Total fund balances	$ 71,197	$ 13,889	$ 37	$ 2,929	$ 1,110	$ 1,396	$ 60,317	$ 120,938	$ -	$ 271,813

City of Opelika
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups
YTD August 2018
***Thousands of dollars**

	Governmental Funds					
	General Fund	**Special Revenue Funds**	**Debt Service Funds**	**Capital Project Funds**	**Garden Hills Cemetery Permanent Fund**	**Total**
REVENUES:						
Taxes	$ 33,887	$ 6,848	$ -	$ -	$ -	$ 40,735
Special assessments	-	-	-	-	-	-
Licenses and permits	16,537	384	-	-	-	16,921
Intergovernmental	617	846	-	148	-	1,611
Charges for services	1,684	-	-	-	-	1,684
Fines and forfeits	642	-	-	-	-	642
Grants	28	-	-	-	-	28
Contributions	109	9	-	362	-	480
Investment income	508	101	1	20	42	672
Miscellaneous	539	-	-	-	-	539
Total revenues	54,551	8,188	1	530	42	63,312
EXPENDITURES:						
General government	5,759	262	-	8	6	6,035
Public safety	13,088	479	-	-	-	13,567
Public works	3,781	18	-	-	-	3,799
Health	300	-	-	-	-	300
Education	2,756	5,150	-	-	-	7,906
Welfare	100	-	-	-	-	100
Culture and recreation	5,470	-	-	-	-	5,470
Economic development	1,715	194	-	-	-	1,909
Capital outlay	4,608	239	-	3,270	-	8,117
Debt service:						
Principal retirement	632	-	2,955	-	-	3,587
Interest and fees	64	-	3,238	-	-	3,302
Total expenditures	38,273	6,342	6,193	3,278	6	54,092
Excess of revenues over/(under) expenditures	16,278	1,846	(6,192)	(2,748)	36	9,220
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	186	-	-	-	-	186
Transfers from other funds	2,764	2,928	6,193	425	23	12,333
Transfers to other funds	(7,406)	(2,120)	-	(46)	(13)	(9,585)
Total other financing sources/(uses)	(4,456)	808	6,193	379	10	2,934
Net change in fund balances	11,822	2,654	1	(2,369)	46	12,154
Fund balances, beginning of the year	59,375	11,236	36	5,298	1,064	77,009
Fund balances, end of period	$ 71,197	$ 13,890	$ 37	$ 2,929	$ 1,110	$ 89,163

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
August 31, 2018
Thousands of dollars

	Electric 2018 YTD	Telecom 2018 YTD	Sewer 2018 YTD	Solid Waste 2018 YTD	Workmen's Comp. 2018 YTD	Health Insurance 2018 YTD
ASSETS						
Current assets:						
Cash	$ 17,025	$ 1,181	$ 9,034	$ 1,373	$ 3,031	$ (1,305)
Certificates of deposit	8,473	-	-	-	-	-
Receivables and prepaid expenses	4,146	344	334	220	-	-
Due from other funds and governments	7,390	-	1,032	6	23	82
Inventory	2,386	-	-	-	-	-
Total current assets	39,420	1,525	10,400	1,599	3,054	(1,223)
Restricted assets:						
Cash and investments with fiscal agent	452	-	-	-	-	-
Total restricted assets	452	-	-	-	-	-
Net capital assets	44,218	6,840	25,680	1,995	-	-
Other assets:						
Deposits	-	10	2	-	19	-
Total other assets	-	10	2	-	19	-
Total assets	84,090	8,375	36,082	3,594	3,073	(1,223)
DEFERRED OUTFLOWS OF RESOURCES						
Retirement contributions	906	235	-	347	-	-
Bond refunding costs	2,735	-	116	-	-	-
Total deferred outflows of resources	3,641	235	116	347	-	-
Total assets and deferred outflows of resources	$ 87,731	$ 8,610	$ 36,198	$ 3,941	$ 3,073	$ (1,223)
LIABILITIES						
Current liabilities:						
Accounts and other payables	$ 6,948	$ 263	$ 65	$ 81	$ 45	$ 209
Due to electric fund	-	7,390	-	-	-	-
Due to other funds	115	-	-	2	-	-
Bonds payable within one year	175	-	640	-	-	-
Unearned revenue	23	501	-	6	-	97
Total current liabilities	7,261	8,154	705	89	45	306
Noncurrent liabilities:						
Claims and employee benefits due in more than one year	304	81	-	130	101	-
Bonds payable, in more than one year, net	28,415	13,500	5,382	-	-	-
Net pension liability	5,548	1,467	-	1,910	-	-
Customer deposits held	2,980	57	-	162	-	-
Total noncurrent liabilities	37,247	15,105	5,382	2,202	101	-
Total liabilities	44,508	23,259	6,087	2,291	146	306
DEFERRED INFLOWS OF RESOURCES						
Difference on earnings on plan investments	3	16	-	(2)	-	-
Total deferred inflows of resources	3	16	-	(2)	-	-
NET POSITION						
Invested in capital assets, net of related debt	18,363	(6,660)	19,774	1,995	-	-
Restricted	452	-	-	-	209	82
Unrestricted	23,355	(6,320)	9,681	(320)	2,718	(1,633)
Encumbrances	1,050	(1,685)	656	(23)	-	22
Total net position	43,220	(14,665)	30,111	1,652	2,927	(1,529)
Total liabilities, deferred inflows, and net position	$ 87,731	$ 8,610	$ 36,198	$ 3,941	$ 3,073	$ (1,223)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
August 31, 2018
***Thousands of dollars**

	Electric 2018 YTD	Telecom 2018 YTD	Sewer 2018 YTD	Solid Waste 2018 YTD	Workmen's Comp. 2018 YTD	Health Insurance 2018 YTD
Operating Revenues						
Charges for services	$ 38,674	$ 5,614	$ 4,312	$ 2,907	$ 494	$ 1,916
Operating Expenses						
Purchases	26,159	2,367	-	391	-	-
Depreciation	2,804	2,285	915	251	-	-
Personnel services	2,507	778	3	1,038	-	-
Other	2,082	1,004	2,208	554	339	3,445
Total operating expenses	33,552	6,434	3,126	2,234	339	3,445
Operating income/(loss)	5,122	(820)	1,186	673	155	(1,529)
Nonoperating Revenues/(Expenses)						
Gain/(Loss) on sale of capital assets	8	-	1	53	-	-
Fiber optic line leases	12	-	-	-	-	-
Investment income	323	6	45	8	16	-
Grant income	-	-	75	9	-	-
Pole rental	-	-	-	-	-	-
Miscellaneous revenues	943	40	2	44	-	-
Interest expense and charges	(1,280)	(472)	(257)	-	-	-
Total nonoperating revenues/(expenses)	6	(426)	(134)	114	16	-
Other Revenues and Transfers In/(Out):						
Capital contributions	243	6	-	-	-	-
Transfers from other funds	-	-	-	-	-	-
Transfers to other funds	(2,748)	-	-	-	-	-
Total other revenues/(expenses)	(2,505)	6	-	-	-	-
Net Income/(loss)	2,623	(1,240)	1,052	787	171	(1,529)
Net position, beginning of year	40,597	(13,425)	29,059	865	2,756	-
Net position before encumbrances	43,220	(14,665)	30,111	1,652	2,927	(1,529)
Encumbrances	1,050	(1,685)	656	(23)	-	-
Net position, end of period	$ 42,170	$ (12,980)	$ 29,455	$ 1,675	$ 2,927	$ (1,529)

Additional Information:

	Electric	Telecom	Sewer	Solid Waste	Workmen's Comp.	Health Insurance
Cash position at August 31, 2018	$ 17,025	$ 1,181	$ 9,034	$ 1,373	$ 3,031	$ (1,305)
Cash position at August 31, 2017	12,285	1,391	7,933	1,126	2,882	184
Change in cash	$ 4,740	$ (210)	$ 1,101	$ 247	$ 149	$ (1,489)

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

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Revenues:						
Taxes	$ 32,609	$ 33,887	$ 1,278	$ 32,490	$ 33,887	$ 1,397
Licenses and permits	15,577	16,537	960	15,211	16,537	1,326
Intergovernmental	640	617	(23)	647	617	(30)
Charges for services	1,762	1,684	(78)	1,746	1,684	(62)
Fines and forfeits	598	642	44	585	642	57
Grants	-	28	28	17	28	11
Contributions	28	109	81	61	109	48
Investment income	240	508	268	230	508	278
Miscellaneous	322	539	217	375	539	164
Total revenues	51,776	54,551	2,775	51,362	54,551	3,189
Expenditures:						
General government	4,835	5,759	924	6,972	5,759	1,213
Public safety	12,174	13,088	914	14,757	13,088	1,669
Public works	3,779	3,781	2	5,333	3,781	1,552
Culture and recreation	5,442	5,470	28	6,556	5,470	1,086
Economic development	2,525	1,715	(810)	2,998	1,715	1,283
Health	294	300	6	369	300	69
Education	3,044	2,756	(288)	2,766	2,756	10
Welfare	98	100	2	109	100	9
Capital outlay	4,054	4,608	554	28,576	4,608	23,968
Debt service	695	696	1	700	696	4
Total expenditures	36,940	38,273	1,333	69,136	38,273	30,863
Other financing sources/(uses)						
Sale of capital assets	29	186	157	53	186	(133)
Transfers in	2,775	2,764	(11)	5,422	2,764	2,658
Transfer out	(6,906)	(7,406)	(500)	(12,345)	(7,406)	(4,939)
Total other financing sources/(uses)	(4,102)	(4,456)	(354)	(6,870)	(4,456)	(2,414)
Net change in fund balance	10,734	11,822	1,088	(24,644)	11,822	36,466
Fund balance, beginning of year	52,012	59,375	7,363	52,012	59,375	(7,363)
Fund balance, year to date	$ 62,746	$ 71,197	$ 8,451	$ 27,368	$ 71,197	$ 43,829
Less:						
Nonspendable	105	171	66	-	42	(42)
Restricted	111	71	(40)	-	71	(71)
Committed	8	16	8	-	16	(16)
Assigned	23,887	10,182	(13,705)	-	10,182	(10,182)
Encumbrances	6,635	6,450	(185)	-	6,450	(6,450)
	30,746	16,890	(13,856)	-	16,761	(16,761)
Unassigned fund balance	32,000	54,307	22,307	27,368	54,436	60,590
20% budgeted revenues	10,273	10,273		10,272	10,272	
Available unassigned fund balance	$ 21,727	$ 44,034		$ 17,096	$ 44,164	

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

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Taxes:						
Sales	$ 27,819	$ 28,986	$ 1,167	$ 27,984	$ 28,986	$ 1,002
Property:						
Property	3,395	3,529	134	3,128	3,529	401
Payments in lieu of taxes	25	6	(19)	28	6	(22)
Total property taxes	3,420	3,535	115	3,156	3,535	379
Other						
Gasoline	746	751	5	745	751	6
Cigarette	75	72	(3)	73	72	(1)
Wine and liquor	27	24	(3)	25	24	(1)
Rental	522	520	(2)	506	520	14
Total other taxes	1,370	1,366	(4)	1,349	1,367	18
Total taxes	32,609	33,887	1,278	32,489	33,887	1,398
Licenses and permits:						
Occupational license	10,477	11,308	831	10,260	11,308	1,048
Business:						
General	2,754	2,849	95	2,576	2,849	273
Lodging	651	783	132	759	783	24
Franchise fee	488	540	52	442	540	98
Miscellaneous	332	273	(59)	294	273	(21)
Total business	4,225	4,445	220	4,071	4,445	374
Telecommunications permits and fees	10	20	10	11	20	9
Permits and inspections	854	754	(100)	857	754	(103)
Other	11	10	(1)	11	10	(1)
Total licenses and permits	15,577	16,537	960	15,210	16,537	1,327
Intergovernmental:						
Shared county motor vehicle	106	131	25	109	131	22
Shared state:						
Bank excise tax	199	171	(28)	183	171	(12)
Business privilege tax	73	74	1	74	74	-
Liquor tax profits	136	145	9	133	145	12
State asset forfeiture	54	11	(43)	36	11	(25)
Total shared state	462	401	(61)	426	401	(25)
Shared federal asset forfeiture	-	-	-	69	-	(69)
Other	72	85		44	85	41
Total intergovernmental	640	617	(36)	648	617	(31)
Charges for services:						
General government - other	20	20	-	22	20	(2)
Public Safety:						
Fire training	5	5	-	6	5	(1)
City schools	12	12	-	13	12	(1)
Auburn University	31	27	(4)	34	27	(7)
EAMC	106	119	13	109	119	10
Other	4	8	4	6	8	2
Health - Graves and monuments	137	138	1	131	138	7
Public Works - Paving and plan review fees	101	73	(28)	104	73	(31)
Culture and Rec - Entry and concession fees	1,346	1,282	(64)	1,321	1,282	(39)
Total charges for services	1,762	1,684	(78)	1,746	1,684	(62)
Fines and forfeits:						
Municipal Court	264	362	98	264	362	98
Red light violations	291	236	(55)	278	236	(42)
Other	42	44	2	43	44	1
Total fines and forfeits	597	642	45	585	642	57
Grant income	-	28	28	17	28	11
Contributions	28	109	81	61	109	48
Investment income	240	508	268	230	508	278
Miscellaneous	322	539	217	375	539	164
Total revenues	51,775	54,551	2,763	51,361	54,551	3,190
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	2,750	2,748	(2)	2,750	2,748	(2)
Other transfers	25	16	(9)	2,672	16	(2,656)
Sale of capital assets	29	186	157	53	186	133
Total other financing sources	2,804	2,950	146	5,475	2,950	(2,525)
Total revenue and other financing sources	$ 54,579	$ 57,501	$ 2,922	$ 56,836	$ 57,501	$ 665

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

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
General government:						
Legislative	$ 316	$ 313	$ (3)	$ 385	$ 313	$ 72
Executive	232	235	3	521	235	286
Legal	125	318	193	354	318	36
Administration	448	568	120	715	568	147
Accounting	396	382	(14)	468	382	86
Human resources	341	365	24	418	365	53
Information technology	1,108	1,775	667	1,873	1,775	98
Revenue	253	325	72	290	325	(35)
Municipal court	522	373	(149)	482	373	109
Purchasing	236	193	(43)	243	193	50
Community development	160	137	(23)	147	137	10
Planning	301	306	5	449	306	143
Other - nondepartmental	397	469	72	627	469	158
Total general government	4,835	5,759	924	6,972	5,759	1,213
Public safety:						
Police	7,203	7,766	563	8,887	7,766	1,121
Probation	68	109	41	123	109	14
Fire	4,632	4,940	308	5,412	4,940	472
Other - nondepartmental	271	273	2	335	273	62
Total public safety	12,174	13,088	914	14,757	13,088	1,669
Public works:						
Streets	1,095	1,108	13	1,123	1,108	15
Engineering	444	439	(5)	484	439	45
Administration	362	408	46	430	408	22
Cemetery	184	186	2	187	186	1
Auto shop	412	344	(68)	1,592	344	1,248
Building maintenance	347	370	23	463	370	93
Inspection	386	395	9	502	395	107
Grounds maintenance	549	531	(18)	553	531	22
Total public works	3,779	3,781	2	5,334	3,781	1,553
Culture and recreation:						
Parks and recreation	4,590	4,633	43	5,486	4,633	853
Library	758	746	(12)	980	746	234
Other - nondepartmental	94	91	(3)	90	91	(1)
Total culture and recreation	5,442	5,470	28	6,556	5,470	1,086
Economic development:						
Development	360	259	(101)	571	259	312
Other - nondepartmental	2,164	1,456	(708)	2,427	1,456	971
Total economic development	2,524	1,715	(809)	2,998	1,715	1,283
Health:						
Animal control	58	58	-	67	58	9
Other	236	242	6	303	242	61
Total health	294	300	6	370	300	70
Education	3,044	2,756	(288)	2,766	2,756	10
Welfare	98	100	2	109	100	9
Capital outlay	4,054	4,608	554	28,576	4,608	23,968
Debt service						
Principal retirement	606	632	26	636	632	4
Interest and charges	89	64	(25)	64	64	-
Total debt service	695	696	1	700	696	4
Total expenditures	36,939	38,273	1,334	69,138	38,273	30,865
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	2,795	2,928	133	1,980	2,928	(948)
Transfers to other funds	4,111	4,478	367	10,365	4,478	5,887
Total transfers out	6,906	7,406	500	12,345	7,406	4,939
Total expenditures and other financing uses	$ 43,845	$ 45,679	$ 1,834	$ 81,483	$ 45,679	$ 35,804

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

	YTD Actual			Budget to Actual		
	2017	2018	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	$ -	$ -	$ -	$ -	$ -	$ -
Executive	-	54	54	54	54	-
Legal	-	-	-	-	-	-
Adminstration	-	-	-	-	-	-
Accounting	6	-	(6)	433	-	433
Human Resources	-	-	-	-	-	-
Information Technology	440	302	(138)	690	302	388
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Other	-	50	50	35	50	(15)
Total general government	446	406	(90)	1,177	406	821
Public Safety:						
Police	356	1,173	817	18,864	1,173	17,691
Probation	-	-	-	-	-	-
Fire	1,773	1,342	(431)	1,877	1,342	535
Total public safety	2,129	2,515	386	20,741	2,515	18,226
Public Works:						
Streets	1,150	1,154	4	1,588	1,154	434
Engineering	60	209	149	1,244	209	1,035
Administration	76	229	153	238	229	9
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	1,286	1,592	306	3,070	1,592	1,478
Culture and Recreation:						
Parks and Recreation	192	42	(150)	589	42	547
Library	-	54	54	54	54	-
Total culture and recreation	192	96	(96)	643	96	547
Total General Fund capital outlay expenditures	$ 4,053	$ 4,609	$ 556	$ 25,631	$ 4,609	$ 21,022
PROPRIETARY FUNDS						
Electric	986	1,526	540	6,769	1,526	5,243
Telecommunications	628	500	(128)	2,154	500	1,654
Sewer	33	19	(14)	1,097	19	1,078
Solid Waste	317	654	337	635	654	(19)
Total Proprietary funds	1,964	2,699	735	10,655	2,699	7,956
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	420	-	(420)	100	-	100
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	63	-	63
2011 Road Construction - Streets - Fred. Rd.	57	1,729	1,672	2,774	1,729	1,045
2011 Road Construction - Street paving	256	-	(256)	100	-	100
2011 Road Construction - Other	(173)	1,012	1,185	2,927	1,012	1,915
Capital Improvement funds - Other	1,189	239	(950)	784	239	545
Industrial Road Grant funds - Other	2	33	31	462	33	429
Industrial Road Grant funds - Engineering	79	496	417	1,921	496	1,425
Total Other Governmental funds	1,830	3,509	1,679	9,131	3,509	5,622
Total City of Opelika Capital Outlay	$ 7,847	$ 10,817	$ 2,970	$ 45,417	$ 10,817	$ 34,600

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3042

MAYOR'S REMARKS (ID # 3042)

August 2018 Monthly Building Report

City of Opelika Building Inpsections Department
August 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
8/1/2018	1208 3RD AVE	Jennifer Castillo	Alteration	$ 8,000.00
8/1/2018	1303 PRESTON ST	Rachel Harms	Accessory Buildings	$ 1,800.00
8/2/2018	2495 ENTERPRISE DR	HOLT FIRE & SAFETY	Fire Alarm	$ 5,000.00
8/2/2018	2314 WAVERLY PKWY	Truett Lawrence	Alteration	$ 12,000.00
8/6/2018	3304 EDDINGTON CT	GRAYHAWK HOMES INC	New Single Family Detached	$ 335,486.00
8/6/2018	2934 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 278,329.00
8/6/2018	2914 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 200,782.00
8/7/2018	1935 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 283,317.00
8/7/2018	2411 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 249,466.00
8/7/2018	2402 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 266,527.90
8/7/2018	1865 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 334,778.00
8/7/2018	2501 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 246,300.00
8/7/2018	2415 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 237,162.00
8/8/2018	2607 PEPPERELL PKWY	T.A.R. CUSTOM CARPENTRY	Alteration	$ 9,950.00
8/8/2018	3100 DEER RUN ST	Jerome Strickland	Addition	$ 1,000.00
8/8/2018	1303 CEDAR CREEK DR	BACKYARD EXPERIENCE, THE	Swimming Pool	$ 54,000.00
8/8/2018	2975 WYNDHAM INDUSTRIAL DR	JG BROS CONSTRUCTION	New	$ 150,000.00
8/8/2018	2901 WAVERLY PKWY	STONE MARTIN BUILDERS	New Single Family Detached	$ 186,583.00
8/8/2018	501 S 8TH ST A	COLVIN EVANS CONSTRUCTION	New Single Family Detached	$ 218,868.00
8/8/2018	407 AUTUMN WAY	BACKYARD EXPERIENCE, THE	Swimming Pool	$ 67,000.00
8/9/2018	207 RAINTREE	CASH CONSTRUCTION	DEMOLITION	$ 6,275.00
8/9/2018	1106 MAGNOLIA STREET	CASH CONSTRUCTION	DEMOLITION	$ 6,425.00
8/9/2018	206 N 26TH ST B	Pepperell Development	Alteration	$ 7,000.00
8/9/2018	903 BEAUFORD DR	SCF BUILDING A&O LLC	Accessory Buildings	$ 4,200.00
8/10/2018	3302 HAMILTON RD	SUPERIOR ROOFING CO	Roofs	$ 11,500.00
8/10/2018	1775 HURST ST 22	MARTIN ELECTRIC	Mobile Home – Setup Existing	$ 400.00

8/10/2018	2550 PEPPERELL PKWY	MARSHALL & ASSOCIATES LLC	Alteration	$ 25,000.00
8/13/2018	1403 CRAWFORD RD	SOL ROOFING LLC	Roofs	$ 5,250.00
8/13/2018	2037 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 333,338.00
8/13/2018	210 MORRIS AVE	Mindy Decker	Addition	$ 20,000.00
8/13/2018	1051 FOX RUN AVE	TRAV-AD SIGNS	Signs	$ 38,750.00
8/13/2018	2208 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 334,178.00
8/13/2018	401 MEGHAN CT	Builders Professional Group	New Single Family Detached	$ 196,133.00
8/13/2018	2413 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 268,274.00
8/13/2018	3302 HEATHERBROOK DR	COLUMBUS FOUR SEASONS SUNROOMS	Addition	$ 52,610.00
8/13/2018	3204 TIFTON LN	GRACE DEVELOPMENTS LLC	Alteration	$ 18,000.00
8/14/2018	501 S 10TH ST	ROBINS & MORTON	New	$ 18,000,000.00
8/14/2018	4651 BIRMINGHAM HWY	SOUTHEASTERN CANOPIES INC	Signs	$ 23,883.00
8/14/2018	1706 COLUMBUS PKWY	SOUTHEASTERN CANOPIES INC	Signs	$ 20,466.00
8/14/2018	2506 3RD AVE	Willy Lauderdale	Roofs	$ 3,000.00
8/15/2018	1900 WAVERLY PKWY A	SUPERIOR ROOFING CO	Roofs	$ 3,520.00
8/15/2018	2200 CALCUTTA DR	SUN POOL COMPANY	Swimming Pool	$ 31,200.00
8/15/2018	707 5TH AVE	SUPERIOR ROOFING CO	Roofs	$ 6,515.00
8/16/2018	1306 CORDELIA DR	SUPERIOR ROOFING CO	Roofs	$ 5,280.00
8/17/2018	808 NORTHHILLS DR	Peter Loyola	Accessory Buildings	$ 2,300.00
8/20/2018	3147 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 176,447.00
8/20/2018	229 COLUMBUS PKWY	SUPERIOR ROOFING CO	Roofs	$ 8,120.00
8/20/2018	714 1ST AVE	Pinnacle Construction Services, LLC	Alteration	$ 220,000.00
8/20/2018	3413 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 191,747.00
8/20/2018	3672 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 203,309.00
8/21/2018	1103 GLENN ST	HOSEY-LANCOUR CONSTRUCTION LLC	Alteration	$ 124,402.00
8/21/2018	719 1ST AVE	COMPASS CONSTRUTION	Alteration	$ 120,000.00
8/21/2018	717 1ST AVE STE B	COMPASS CONSTRUTION	Alteration	$ 185,000.00
8/22/2018	2131 INTERSTATE DR	RELIABLE SIGN SERVICES INC	Signs	$ 5,981.00
8/22/2018	915 OLD COLUMBUS RD	RELIABLE SIGN SERVICES INC	Signs	$ 7,494.00
8/23/2018	515 ERMINE ST	Nick Patel	Alteration	$ 30,000.00
8/23/2018	300 COLUMBUS PKWY 2	Prime Corner Property LLC	Alteration	$ 700.00

8/24/2018	505 S 4TH ST	Tahira Sohail	Alteration	$ 4,000.00
8/24/2018	3428 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	$ 254,980.00
8/24/2018	2709 ROCKY BROOK LN	PRECISION POOLS	Swimming Pool	$ 28,900.00
8/24/2018	3438 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	$ 267,754.00
8/24/2018	1290 SPRING LAKES XING XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 283,392.00
8/28/2018	1902 ROCKY BROOK RD	STONE MARTIN BUILDERS	New Single Family Detached	$ 301,646.00
8/28/2018	2002 STEEL ST C	Network Installation Specialist LLC	Communication Towers	$ 20,000.00
8/28/2018	1904 ROCKY BROOK RD	STONE MARTIN BUILDERS	New Single Family Detached	$ 326,008.00
8/28/2018	1401 COVINGTON AVE	Jerry McRae	Roofs	$ 2,600.00
8/29/2018	610 FRUITLAND AVE	Bobby Laney Master Carpenter LLC	Alteration	$ 8,000.00
8/29/2018	2206 3RD AVE	Madison Jones	Accessory Buildings	$ 1,500.00
8/29/2018	2069 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 369,466.00
8/29/2018	2103 CALCUTTA DR	James Cash	Accessory Buildings	$ 4,251.00
8/29/2018	1508 HANSON ST	Joaquin Rubio	Accessory Buildings	$ 2,999.00
8/29/2018	2816 LONE EAGLE LN	ME BUILDERS LLC	Detached Garage	$ 16,500.00
8/30/2018	502 OVERLOOK DR	SUPERIOR ROOFING CO	Roofs	$ 13,680.00
8/30/2018	200 N 26TH ST	Ron Putt	Accessory Buildings	$ 2,400.00
				$ 25,751,121.90

Chief Building Official, Jeff Kappelman

City of Opelika Building Inpsections Department
August 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
8/1/2018	1208 3RD AVE	Jennifer Castillo	Alteration	$ 8,000.00
8/1/2018	1303 PRESTON ST	Rachel Harms	Accessory Buildings	$ 1,800.00
8/2/2018	2495 ENTERPRISE DR	HOLT FIRE & SAFETY	Fire Alarm	$ 5,000.00
8/2/2018	2314 WAVERLY PKWY	Truett Lawrence	Alteration	$ 12,000.00
8/6/2018	3304 EDDINGTON CT	GRAYHAWK HOMES INC	New Single Family Detached	$ 335,486.00
8/6/2018	2934 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 278,329.00
8/6/2018	2914 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 200,782.00
8/7/2018	1935 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 283,317.00
8/7/2018	2411 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 249,466.00
8/7/2018	2402 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 266,527.90
8/7/2018	1865 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 334,778.00
8/7/2018	2501 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 246,300.00
8/7/2018	2415 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 237,162.00
8/8/2018	2607 PEPPERELL PKWY	T.A.R. CUSTOM CARPENTRY	Alteration	$ 9,950.00
8/8/2018	3100 DEER RUN ST	Jerome Strickland	Addition	$ 1,000.00
8/8/2018	1303 CEDAR CREEK DR	BACKYARD EXPERIENCE, THE	Swimming Pool	$ 54,000.00
8/8/2018	2975 WYNDHAM INDUSTRIAL DR	JG BROS CONSTRUCTION	New	$ 150,000.00
8/8/2018	2901 WAVERLY PKWY	STONE MARTIN BUILDERS	New Single Family Detached	$ 186,583.00
8/8/2018	501 S 8TH ST A	COLVIN EVANS CONSTRUCTION	New Single Family Detached	$ 218,868.00
8/8/2018	407 AUTUMN WAY	BACKYARD EXPERIENCE, THE	Swimming Pool	$ 67,000.00
8/9/2018	207 RAINTREE	CASH CONSTRUCTION	DEMOLITION	$ 6,275.00
8/9/2018	1106 MAGNOLIA STREET	CASH CONSTRUCTION	DEMOLITION	$ 6,425.00
8/9/2018	206 N 26TH ST B	Pepperell Development	Alteration	$ 7,000.00
8/9/2018	903 BEAUFORD DR	SCF BUILDING A&O LLC	Accessory Buildings	$ 4,200.00
8/10/2018	3302 HAMILTON RD	SUPERIOR ROOFING CO	Roofs	$ 11,500.00
8/10/2018	1775 HURST ST 22	MARTIN ELECTRIC	Mobile Home – Setup Existing	$ 400.00
8/10/2018	2550 PEPPERELL PKWY	MARSHALL & ASSOCIATES LLC	Alteration	$ 25,000.00

Attachment: August 2018 Monthly Building Report (3042 : August 2018 Monthly Building Report)

8/13/2018	1403 CRAWFORD RD	SOL ROOFING LLC	Roofs	$ 5,250.00
8/13/2018	2037 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 333,338.00
8/13/2018	210 MORRIS AVE	Mindy Decker	Addition	$ 20,000.00
8/13/2018	1051 FOX RUN AVE	TRAV-AD SIGNS	Signs	$ 38,750.00
8/13/2018	2208 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 334,178.00
8/13/2018	401 MEGHAN CT	Builders Professional Group	New Single Family Detached	$ 196,133.00
8/13/2018	2413 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 268,274.00
8/13/2018	3302 HEATHERBROOK DR	COLUMBUS FOUR SEASONS SUNROOMS	Addition	$ 52,610.00
8/13/2018	3204 TIFTON LN	GRACE DEVELOPMENTS LLC	Alteration	$ 18,000.00
8/14/2018	501 S 10TH ST	ROBINS & MORTON	New	$ 18,000,000.00
8/14/2018	4651 BIRMINGHAM HWY	SOUTHEASTERN CANOPIES INC	Signs	$ 23,883.00
8/14/2018	1706 COLUMBUS PKWY	SOUTHEASTERN CANOPIES INC	Signs	$ 20,466.00
8/14/2018	2506 3RD AVE	Willy Lauderdale	Roofs	$ 3,000.00
8/15/2018	1900 WAVERLY PKWY A	SUPERIOR ROOFING CO	Roofs	$ 3,520.00
8/15/2018	2200 CALCUTTA DR	SUN POOL COMPANY	Swimming Pool	$ 31,200.00
8/15/2018	707 5TH AVE	SUPERIOR ROOFING CO	Roofs	$ 6,515.00
8/16/2018	1306 CORDELIA DR	SUPERIOR ROOFING CO	Roofs	$ 5,280.00
8/17/2018	808 NORTHHILLS DR	Peter Loyola	Accessory Buildings	$ 2,300.00
8/20/2018	3147 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 176,447.00
8/20/2018	229 COLUMBUS PKWY	SUPERIOR ROOFING CO	Roofs	$ 8,120.00
8/20/2018	714 1ST AVE	Pinnacle Construction Services, LLC	Alteration	$ 220,000.00
8/20/2018	3413 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 191,747.00
8/20/2018	3672 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 203,309.00
8/21/2018	1103 GLENN ST	HOSEY-LANCOUR CONSTRUCTION LLC	Alteration	$ 124,402.00
8/21/2018	719 1ST AVE	COMPASS CONSTRUTION	Alteration	$ 120,000.00
8/21/2018	717 1ST AVE STE B	COMPASS CONSTRUTION	Alteration	$ 185,000.00
8/22/2018	2131 INTERSTATE DR	RELIABLE SIGN SERVICES INC	Signs	$ 5,981.00
8/22/2018	915 OLD COLUMBUS RD	RELIABLE SIGN SERVICES INC	Signs	$ 7,494.00
8/23/2018	515 ERMINE ST	Nick Patel	Alteration	$ 30,000.00
8/23/2018	300 COLUMBUS PKWY 2	Prime Corner Property LLC	Alteration	$ 700.00
8/24/2018	505 S 4TH ST	Tahira Sohail	Alteration	$ 4,000.00
8/24/2018	3428 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	$ 254,980.00

8/24/2018	2709 ROCKY BROOK LN	PRECISION POOLS	Swimming Pool	$	28,900.00
8/24/2018	3438 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	$	267,754.00
8/24/2018	1290 SPRING LAKES XING XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$	283,392.00
8/28/2018	1902 ROCKY BROOK RD	STONE MARTIN BUILDERS	New Single Family Detached	$	301,646.00
8/28/2018	2002 STEEL ST C	Network Installation Specialist LLC	Communication Towers	$	20,000.00
8/28/2018	1904 ROCKY BROOK RD	STONE MARTIN BUILDERS	New Single Family Detached	$	326,008.00
8/28/2018	1401 COVINGTON AVE	Jerry McRae	Roofs	$	2,600.00
8/29/2018	610 FRUITLAND AVE	Bobby Laney Master Carpenter LLC	Alteration	$	8,000.00
8/29/2018	2206 3RD AVE	Madison Jones	Accessory Buildings	$	1,500.00
8/29/2018	2069 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$	369,466.00
8/29/2018	2103 CALCUTTA DR	James Cash	Accessory Buildings	$	4,251.00
8/29/2018	1508 HANSON ST	Joaquin Rubio	Accessory Buildings	$	2,999.00
8/29/2018	2816 LONE EAGLE LN	ME BUILDERS LLC	Detached Garage	$	16,500.00
8/30/2018	502 OVERLOOK DR	SUPERIOR ROOFING CO	Roofs	$	13,680.00
8/30/2018	200 N 26TH ST	Ron Putt	Accessory Buildings	$	2,400.00
				$	25,751,121.90

Jeff Kappelman

Chief Building Official, Jeff Kappelman

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

Rich in heritage, with a vision for the future

Monthly Permits For August, 2018

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	2
Building Repairs	16	18
Plumbing Upgrades	3	3
Electrical Upgrades	7	11
Mechanical Upgrades	16	14
Reroofs And Roof Repairs	1	8
Mobile Home Services	0	3
Building Additions/Accessory Structures	0	7

Monthly Totals For August 2009-2018

2009	$2,274,539.00
2010	$15,454,374.00
2011	$2,746,405.00
2012	$5,898,884.00
2013	$3,404,341.00
2014	$3,221,957.00
2015	$11,528,904.00
2016	$7,067,486.00
2017	$11,413,886.00
2018	$25,478,441.90

Total Permits Issued:

2	New Buildings: Commercial	$18,150,000.00
10	Commercial Renovations And Repairs	$740,222.00
5	Signs	$96,574.00
24	New Single Family Homes	$6,349,670.90
29	Residential Repairs And Renovations	$414,655.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
70	Total Building Permits Issued	$25,751,121.90
70	Total Permits Issued For August 2018	**$25,751,121.90**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

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

Rich in heritage, with a vision for the future

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	3
Building Repairs	91	153
Plumbing Upgrades	36	143
Electrical Upgrades	53	193
Mechanical Upgrades	46	141
Reroofs And Roof Repairs	7	39
Mobile Home Services	0	24
Building Additions/Accessory Structures	1	45

Yearly Totals For Oct. 1st - Sept. 30th	
2008	$127,407,288.00
2009	$67,359,271.00
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$192,080,600.00
2016	$127,079,852.00
2017	$166,673,506.00

Total Permits Issued:

22	New Buildings: Commercial	$53,314,219.00
76	Commercial Renovations And Repairs	$9,564,585.46
36	Signs	$389,273.30
245	New Single Family Homes	$58,323,207.05
208	Residential Repairs And Renovations	$2,446,017.93
0	New Apartment Units	$0.00
3	New Duplex Residences	$596,540.00
546	Total Building Permits Issued	$113,580,535.99
534	Total Issued for FY 2018	$124,633,842.74

JEFF KAPPELMAN
Building Official

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3028

GENERAL BUSINESS (ID # 3028)

Request for Think Pink Walk on October 6Th.

Shuman, Robert

From: Shuman, Robert
Sent: Tuesday, August 28, 2018 11:56 AM
To: Motley, Joey; McEachern, John; Healey, Shane; Prather, Byron; Hilyer, Michael J.
Subject: Think Pink walk on 10/6 Courthouse Square

Below is the request for the annual Think Pink walk at Courthouse Square on Sat. 10/6. Courthouse Square is now being managed by P&R so this request is on the 9/11 P&R Board agenda for review and approval. Unless you have objections and let me know, I will tentatively schedule this request on the 9/18 CM agenda for approval by the city council. Thanks to all. - Bob

From: Karen Calton <Karen.Calton@eamc.org>
Sent: Tuesday, August 28, 2018 11:39 AM
To: Shuman, Robert <RShuman@opelika-al.gov>
Subject: RE: Think Pink walk on 10/6 Courthouse Square

Details for 14th annual Think Pink event, Courthouse Square, downtown Opelika:
Registration starts @ 9:00 am, participants given T shirt for event for $15 donation to EAMC Breast Foundation Fund.
Usually have 200 to 300 participants
Walk will start @ 1030, starting at Courthouse Square, concluding @ Courthouse Square. Walk should take about 20 to 30 minutes.
Walk route:

1.) From courthouse square, start @ corner Ave A/ 9th st.
2.) Continue down Ave A to John Rice Reality
3.) @ John Rice Reality (10th St.), turn right down hill beside 10th st. bridge.
4.) Turn right on Railroad Ave.
5.) Continue on Railroad Ave. to 8th St.
6.) Turn right on 8th St.
7.) Continue on 8th St. to Ave A
8.) Turn right on Ave A continuing back to courthouse square.

Street closures: Ave A from Courthouse square to intersection @ John Rice reality
Street from John Rice Reality down hill passing by 10th St. bridge (bridge would be on walkers left passing by it)
Railroad Ave. to 8th St. intersection
8th St. to Ave A. intersection to right
I don't have a printed map to send you so if you have questions about the route, let me know.
@ past events, OHS athletes have volunteered to be @ each barricade placed for the walk @ the time the walk begins. Once all the walkers have passed where they @ stationed, they move the barricades out of the way to open the street back up. So this means, open the streets up as the walkers finish each street as planned out above. I need to know from you if these volunteers can do this this year, I have already ask Ben Landers with OHS for this service.
Myself as well as numerous cancer center staff will arrive @ courthouse square around 8:00 that morning to start preparing for the event. Registration starts 9:00, walk @ 1030 lasting maybe 30 minutes. Door prizes drawn after walk. Event then concludes.
Please let me know if you need anything else.
Karen Calton

Attachment: CM 9-18-18, request for Think Pink walk on 10-06-18. (3028 : Request for Think Pink Walk on October 6Th.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: City Clerk
Category: Request - Use of City ROW
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3027

GENERAL BUSINESS (ID # 3027)

Request for Life Chain 2018 on October 7Th.

Shuman, Robert

From: Angela <alotthambys@charter.net>
Sent: Monday, September 3, 2018 12:36 PM
To: Shuman, Robert
Subject: Life Chain 2018

Sent from my iPhone

Lee County Life Chain Committee would like city council approval to have the annual Life Chain on Sunday, October 7, 2018 from 2:30 till 4 p.m. The event will be held on the right of way of Gateway Drive and Frederick Road by the Regions Bank and down past O'Charley's. Participants will form a human chain standing 5 to 10 feet apart holding signs that say "Abortion Kills Children", Adoption: A Loving Option", or "Jesus Heals and Forgives", and a few similar to those. This is a peaceful, prayerful stand against the evil of abortion in our society. The committee follows guidelines put out by National Life Chain Committee www.lifechain.net Regions Bank has given us permission to use their parking area for participants to park and for a registration table. Adjacent businesses will be notified prior to event of what will be going on and if additional parking is required permission will be acquired. We expect about 100 participants and will begin to gather at 2 p.m. and be dispersed by 4:30 p.m.
Thank you,
Angela Hamby
Lee County Life Chain Committee

Will send letter from Regions branch manager in another email

Sent from my iPhone
Sent from my iPhone

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3045

GENERAL BUSINESS (ID # 3045)

Request for Prayer Force Walk on Sat. Oct. 20Th

Shuman, Robert

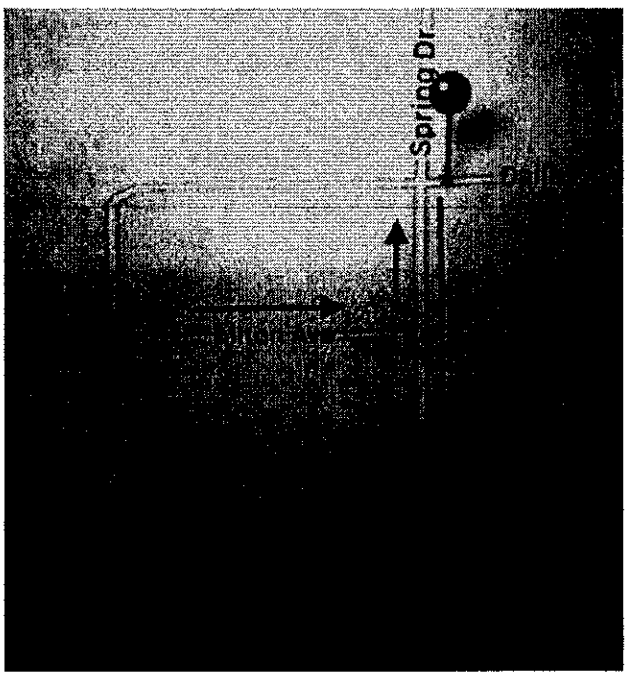
From: Wendy Rajan <wendyrajan6@gmail.com>
Sent: Wednesday, September 12, 2018 3:39 PM
To: Shuman, Robert
Cc: Mark Gatlin; Melissa Gatlin
Subject: Prayer Force Proposal - Sat. 10/20

Mr. Shuman,

Good Afternoon! Below is a proposal that Prayer Force United would like to request for **<u>Saturday, October 20th 10:30 - 11:30 AM</u>**. There are not many sidewalks so we would like to request a police escort.

Blessings,
Wendy Rajan

- Start from 1101 Spring Drive
- Turn Right onto Arnold Ave.
- Turn Right onto Pike Street
- Turn Right onto Chilton Ave.
- Turn Left onto Spring Road
- End at 1101 Spring Drive



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3035

GENERAL BUSINESS (ID # 3035)

JK Food Mart Request Beer and Wine Off-Premise License.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3036

GENERAL BUSINESS (ID # 3036)

Public Hearing, Weed Abatement Assessment - 308 Brannon Ave

WEED ABATEMENT INVOICE

Date: 9/10/2018

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132-7210

Property Address:
308 Brannon
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On 8/6/2018 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: $ 80.53

Certified mail: $ 13.34

Misc. ______

Total $ 93.87

To: State of Alabama
c/o Department of Revenue
PO Box 327210
Montgomery, AL 36132-7210

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 308 Brannon Ave., 43-10-03-08-2-001-072.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave., Parcel No. 072.000 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 $ 93.87.

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 18th day of September, 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 10th day of September, 2018.

____
Liz Wright,
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: 09/18/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3039

GENERAL BUSINESS (ID # 3039)

Public Hearing - Weed Abatement Assessment - 509 1St Avenue

To: Loretta Wanat
11090 Woodruff Rd.
Fairburn, GA 30213

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 509 1st Avenue 43-10-03-07-1-002-128.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 509 1st Avenue, Parcel No. 128.000 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 $ 183.34.

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 18th day of September, 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 10th day of September, 2018.

____
Liz Wright,
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 9/10/2018

To: Loretta Wanat
11090 Woodruff Road
Fairburn, GA 30213

Property Address:
509 1st Avenue
Opelika, AL 36801

Parcel # 43-10-03-07-01-002-128.000

On 7/27/2018 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: $170.00

Certified mail: 13.34

Misc. ____________

Total 183.34

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3022

GENERAL BUSINESS (ID # 3022)

Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

WEED ABATEMENT INVOICE

Date: 9/6/2018

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

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On August 3, 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: 138.51

Certified mail: 13.34

Misc. ____________

Total 151.85

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

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1109 Magnolia St. Parcel 10-04-18-2-001-022.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 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 $151.85.

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 18th of day September, 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 6th day of September, 2018.

____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/18/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3024

GENERAL BUSINESS (ID # 3024)

Public Hearing - Weed Abatement Assessment - 1733 1St Ave

WEED ABATEMENT INVOICE

Date: 9/6/2018

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 08/01/2018 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: 6.67

Misc. ______

Total 71.06

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 $71.06.

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 18th day of September, 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 6th day of September, 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: 09/18/18 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 3030

GENERAL BUSINESS (ID # 3030)

Public Hearing, Project Agreement with Southside Opelika, LLC.

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, September 18, 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 Southside Opelika, LLC, (the "Company") to be dated the date of delivery. The Company is an Alabama limited liability company.

2. Pursuant to the Agreement, the Company has agreed to construct a residential development on approximately 2.058 acres of land on lots 3, 4 and 5 of Block T, Byrd Lands, according to Totten's Official Real Estate Map of the City of Opelika. The development will consist of a subdivision for seven (7) single-family homes and two, 2-unit townhouse structures, said subdivision being entitled "Phase One Southside Opelika Subdivision" (the "Subdivision"). The Project, as defined in the Agreement, will consist of (1) the removal of existing sidewalks along South 8th Street and Avenue D within the Project Site and the construction of new replacement sidewalks (2) the construction of two (2) handicap pedestrian ramps at the

southwesterly corner of the intersection of South 8th Street and Avenue D, (3) the installation of concrete aprons from Avenue D to entrances to Subdivision, (4) placing of sod as required adjacent to new sidewalks, (5) installation of historic street lighting, (6) installation of curb and gutter at the concrete apron and sidewalk transition, (7) adjustment of one stormwater inlit along Avenue D, (8) installation of new two-inch water line along Avenue D right-of-way within the Project Site, (9) the demolition and removal of seven (7) dilapidated existing structures and (10) the completion of the first single-family house. The City will agree to assist the Company by providing a cash reimbursement in the amount of $92,287.50 for a portion of said improvements to facilitate the Project described above. If the sanitary sewer laterals serving the Project Site are determined to be unusable, the City will also agree to pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of installing new laterals, or (ii) $12,500. The City will further agree to install underground electrical service and decorative LED light fixtures on the development side of South 8th Street and Avenue D. Upon completion of the underground electrical service and lighting upgrades, the Company will pay to the City an amount equal to the lesser of (i) one-half (50%) of the actual cost of said upgrades, or (ii) $13,905.57. If rock is encountered during the installation of underground electric service that cannot be excavated using conventional equipment, the Company will also pay the City one-half (50%) of the additional cost of rock excavation.

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 Southside Opelika, LLC, 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 ________, 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 September 11, 2018, issue of your paper.

____
CITY CLERK

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2961)

Meeting: 09/18/18 07:00 PM
Department: Planning
Category: Public Hearing
Prepared By: Marty Ogren
Initiator: Charles Mosley
Sponsors:
DOC ID: 2961

Public Hearing, Amend Zoning Ord & Map: 1500 Block West Point Parkway, R-3 to PUD

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, September 18, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

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

(a) 280 Land Company, LLC heretofore submitted to the City a development plan for a planned unit development ("PUD") entitled Hidden Lakes Subdivision South PUD on approximately 205.84 acres.

(b) The proposed development is located in a R-3 District (low-density residential district) and is located on the south side of Sportsplex Drive and north of West Point Parkway.

(c) The property described in Section 3 below will be developed as a unified, mixed residential and commercial development consisting of 351 single-family lots, 42 townhouse lots/units, a commercial support component and a chapel/event center.

(d) The amenities for the development will include two (2) recreational lakes, walking trails, managed recreational areas and open spaces.

(e) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(f) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a unified mixed residential and commercial development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a R-3 district (low-density residential district) to a Planned Unit Development (PUD) on the official zoning map of the City.

> A tract or parcel of land containing 205.84 acres located partly in Section 4, Township 19 North, Range 27 East and partly in Section 33, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of said Section 33; thence N87°53’57”E 294.89 feet to the point of beginning; thence N88°22’05”E 1919.36 feet; thence N22°53’11”E 989.57 feet; thence N00°54’33”W 395.00 feet to the south right-of-way limit of Sportsplex Road; thence along said right-of-way limit N89°09’39”E 377.01 feet; thence continue along said right-of-way limit S00°50’21”E 25.00 feet; thence continue along said right-of-way limit N89°09’39”E 250.00 feet; thence continue along said right-of-way limit N00°50’21”W 25.00 feet; thence continue along said right-of-way limit N89°09’39”E 244.65 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4940.00 feet, an arc length of 568.50 feet, and a chord bearing and distance of S87°32’32”E 568.19 feet; thence continue along said right-of-way limit S05°45’17”W 25.00 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4915.00 feet, an arc length of 80.00 feet, and a chord bearing and distance of S83°46’45”E 80.00 feet; thence continue along said right-of-way limit N06°41’14”E 25.00 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4940.00 feet, an arc length of 293.24 feet,

and a chord bearing and distance of S81°36’44”E 293.20 feet; thence continue along said right-of-way limit S79°54’42”E 567.98 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 1940.00 feet, an arc length of 300.56 feet, and a chord bearing and distance of S75°28’24”E 300.25 feet; thence leaving said Sportsplex Road right-of-way S01°08’10”E 695.49 feet; thence S29°02’36”W 363.82 feet; thence S20°07’40”E 300.26 feet to the north right-of-way limit of West Point Parkway; thence along said right-of-way limit S55°28’34”W 103.42 feet; thence continue along said right-of-way limit S34°59’51”E 9.76 feet; thence continue along said right-of-way limit S55°02’47”W 360.33 feet; thence southwesterly along said right-of-way limit along a curve to the right having a radius of 3234.00 feet, an arc length of 582.51 feet, and a chord bearing and distance of S61°32’22”W 581.72 feet; thence continue along said right-of-way limit S66°39’57”W 1815.47 feet; thence leaving said right-of-way limit N00°15’13”W 215.42 feet; thence S69°16’30”W 81.27 feet; thence S71°03’53”W 80.20 feet; thence S72°13’04”W 62.82 feet; thence S73°51’57”W 78.95 feet; thence S75°17’41”W 78.35 feet; thence S00°32’02”W 15.51 feet; thence S77°27’08”W 81.62 feet; thence S78°49’18”W 81.23 feet; thence S80°48’37”W 81.31 feet; thence S81°21’42”W 80.11 feet; thence S83°30’09”W 80.40 feet; thence S85°09’22”W 88.21 feet; thence S86°28’53”W 60.34 feet; thence S88°23’10”W 87.88 feet; thence N01°57’55”W 59.99 feet; thence S88°08’27”W 199.70 feet; thence N01°42’37”W 399.93 feet; thence S88°11’51”W 316.33 feet; thence S87°55’54”W 343.45 feet; thence S01°38’20”E 659.51 feet to the north right-of-way limit of West Point Parkway; thence along said right-of-way limit S88°03’50”W 78.02 feet; thence N76°02’11”W 235.15 feet; thence N66°03’10”W 88.33 feet; thence N01°16’21”W 1517.23 feet to the point of beginning.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ___day of August, 2018.

____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

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

____
CITY CLERK

The applicant is requesting rezoning 205.8 acres from an R-3 (residential) zoning district to a planned unit development (PUD) zoning district. The rezoning property is undeveloped. The overall development consists of 351 residential lots, 42 townhomes, 230 multi-family units and 15.2 acres of commercial space. The open space is 39.3 acres or approximately 19 percent of the overall development. Overall, the development will not exceed 602 units or a density of 2.96 units per acre. The proposed development is shown in four phases. The development has access from both West Point Parkway and the new Sportsplex road. The property adjoins the Sportsplex on the west side of the subject property. The Planning Commission report and map are attached. Planning staff recommended approval of the zoning request based on the adjoining properties and uses. At the July 24th meeting, the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to CC to rezone the property. At the August 7th CC WS, the City Council reviewed the rezoning request and approved advertising for a CC PH.

City of Opelika
Planning Commission Report

Action Requested:	Rezoning - from R-3 (Low Density Residential) to PUD (Planned Unit Development)
Location of Property:	1500 block West Point Parkway
Property Owner:	280 Land Company, LLC., Blake Rice, Barrett-Simpson, Inc.
Current Zoning:	R-3
Proposed Zoning:	PUD (Planned Unit Development)
Existing Land Use:	Undeveloped

Surrounding Zoning Districts And Land Uses:

North	R-3	Vacant
South	R-2/R-3	Residential
East	C-2 (GC-P)	Commercial (fuel station)
West	R-3/I-1	Undeveloped/Sportsplex

Rezoning:

The applicant is requesting rezoning 205.8 acres from an R-3 (residential) zoning district to a planned unit development (PUD) zoning district (see map attached). The overall development is proposing 351 residential lots. There are also up to 42 townhomes, 230 multi-family units and 15.2 acres of commercial space. Overall, the development will not exceed 602 units or a density of 2.96 units per acre. The proposed development is shown in four phases.

The development has a chapel/event center located near the lower of two large lakes. The open space is 39.3 acres or approximately 19 percent of the overall development. The development has access from both West Point Parkway and the new Sportsplex road. The property adjoins the Sportsplex on the west side of the subject property. Staff is working with the developer to examine how the open space not currenting being used by the developer may be enhanced through a partnership with the City of Opelika. Sidewalks should be placed so that they connect the open space and commercial areas to the residential areas. Specific interest should be paid to ensure that sidewalks are adjacent to multi-family areas.

Staff does have concerns with the proposed commercial listed on the plan. General uses that would occupy these areas should be noted in the narrative. Additionally, the commercial located along Sportsplex Drive, will lack visibility from that street. Staff recommends that the multi-family and commercial area here be combined. There may be opportunities for mixed uses here or transition between the uses based on demand in the future.

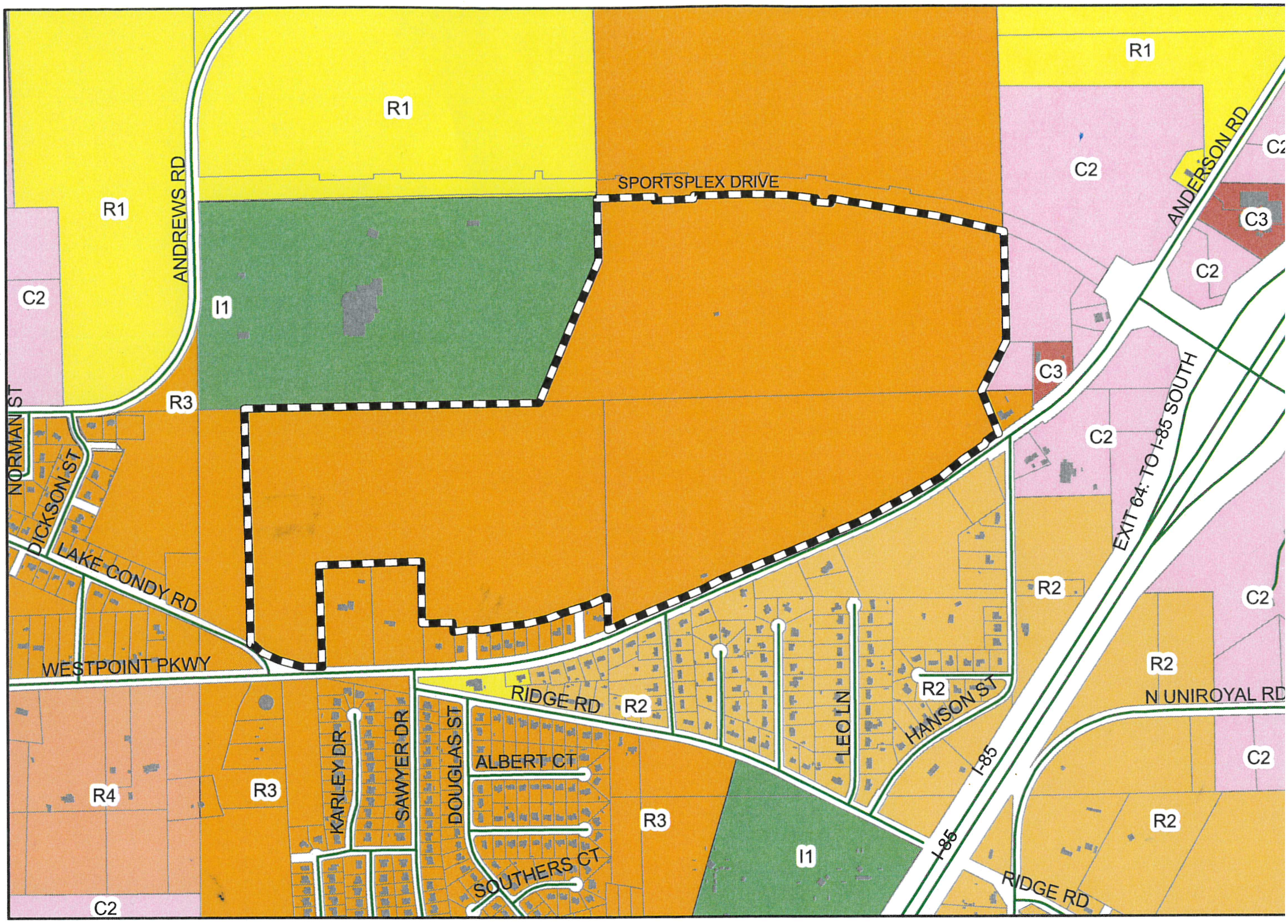
Staff Recommendation:

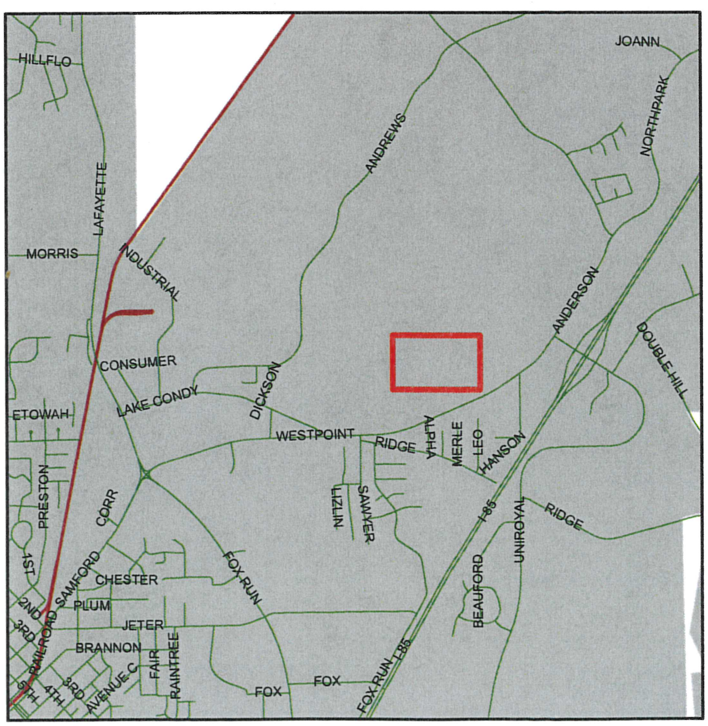
Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from R-3 to PUD subject to the following:

1. **Work with City staff to examine pedestrian access and determine if there is any ability partner with the City in development of the open space areas.**

At the July 24th meeting, the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to the City Council to rezone 205.8 acres from R-3 to PUD zoning district.

280 LAND COMPANY REZONING
SPORTSPLEX DRIVE & WESTPOINT PARKWAY
REZONING; FROM R-3 TO PUD ZONING DISTRICT





The applicant is requesting rezoning 205.8 acres from F to PUD. The property is accessed from Sportsplex Dr and West Point Parkway. The land uses are single family multi-family homes, townhomes, commercial uses, a open space.

Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

RESOLUTION NO. 211-18

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.	IBM Infoprint 6500 Model V10	87002534
2.	1	Lot	Cell Phones	N/A

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

City Clerk - Treasurer

RESOLUTION NO. 212-18

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
-------------------------	-----------------------	------------
Rachael Roberson	Police	145.23
Cindy Boyd	Accounting	100.28

) 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 Rachael Roberson

DEPARTMENT Department Police Department

PERIOD ENDING 8/31/2018

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
Thursday 8/30	Montgomery, AL					67.58		6.81				74.39
Friday 8/31	Montgomery, AL					67.58	3.26					70.84
												0.00
												0.00
												0.00
												0.00
												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	135.16	3.26	6.81	0.00	0.00	0.00	145.23

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS
8/30	Rachael Roberson	Wendy's	Lunch	6.81	100%
8/30	Rachael Roberson	Hardees	Breakfast	3.26	100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
NCIC Certification Classes

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

Rachael @ Police Dept.

SIGNATURE Rachael Roberson

APPROVED BY [illegible signature]

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
8/30	124 Miles round trip X 54.5	67.58
8/31	124 Miles round trip X 54.5	67.58

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Cindy Boyd **DEPARTMENT** Accounting **PERIOD ENDING** 8/10/2018

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	TRANSPORTATION: RENTAL CAR, LIMO, ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
	SUN												$ -
6-Aug	MON	Chicago, IL					$ 50.14						$ 50.14
	TUE												$ -
	WED												$ -
	THU												$ -
10-Aug	FRI	Chicago, IL					$ 50.14						$ 50.14
	SAT												$ -
WEEKLY CATEGORY TOTALS $			$ -	$ -	$ -	$ -	$ 100.28	$ -	$ -	$ -	$ -	$ -	$ 100.28

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

DS

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
GFOA Gov't Acctg Academy Workshop

METHOD OF REIMBURSEMENT
MAIL TO:

ITEMIZED AUTOMOBILE EXPENSES

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

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Cynthia G Boyd
SIGNATURE

APPROVED BY

RESOLUTION NO. 213-18

Emergency Repairs-Pipe Supports-WWTP

RESOLUTION NO. ____________

WHEREAS, the Westside Wastewater Plant needed the Pipe Supports replaced; and

WHEREAS, the repairs were deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, the vendor that made the repairs was Cook Plumbing Gas and Remodeling Services, LLC; and

WHEREAS, the costs of repairs were estimated to be $36,712.82; and

WHEREAS, the funding for the repairs came from the Sewer Wastewater Improvement fund;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to Cook Plumbing Gas and Remodeling Services, LLC for an estimated amount of $36,712.82.

2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.

3. That the Controller be authorized to adjust the budget as necessary for these repairs.

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

RESOLUTION NO. 214-18

Weed Abatement Assessment - 308 Brannon Avenue

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

308 Brannon Ave., Parcel No. 072.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 308 Brannon Avenue, parcel no. 072.000 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 308 Brannon Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 18th day of September, 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 $ 93.87 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Avenue, Parcel no. 072.000 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 43-10-03-08-2-001-072.000 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 18th day of September, 2018.

____

President of the City Council

City of Opelika, Alabama

Attest:

____

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 9/10/2018

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132-7210

Property Address:
308 Brannon
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On 8/6/2018 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: $ 80.53

Certified mail: $ 13.34

Misc. ____________

Total $ 93.87

RESOLUTION NO. 215-18

Weed Abatement Assessment - 509 1St Avenue

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

509 1st Avenue, Parcel No. 128.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 509 1st Avenue, parcel no. 128.000 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 509 1st Avenue, a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 18th day of September, 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 $183.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 509 1st Avenue, Parcel no. 128.000 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 43-10-03-07-01-002-128.000 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 18th day of September, 2018.

____

President of the City Council

City of Opelika, Alabama

Attest:

____

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 9/10/2018

To: Loretta Wanat
11090 Woodruff Road
Fairburn, GA 30213

Property Address:
509 1st Avenue
Opelika, AL 36801

Parcel # 43-10-03-07-01-002-128.000

On 7/27/2018 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: $170.00

Certified mail: 13.34

Misc. ____________

Total 183.34

RESOLUTION NO. 216-18

Weed Abatement Assessment - 1109 Magnolia St

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 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 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 18th day of September, 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 $151.85 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 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 18th day of September, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 9/6/2018

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

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On August 3, 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: 138.51

Certified mail: 13.34

Misc. ____________

Total 151.85

RESOLUTION NO. 217-18

Weed Abatement Assessment - 1733 1St Ave

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 18th day of September, 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 $71.06 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 18th day of September, 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: 9/6/2018

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 08/01/2018 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: 6.67

Misc.

Total 71.06

RESOLUTION NO. 218-18

Annual Renewal General Liability Insurance - H/R.

RESOLUTION NO. ________

ANNUAL GENERAL LIABILITY INSURANCE RENEWAL WITH J. SMITH LANIER & COMPANY

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

1. That the Mayor is hereby authorized and directed to contract

   with J. Smith Lanier & Company, the Alabama Municipal Insurance Corporation, and Chubb Insurance to procure the insurance coverages shown in Attachment A.

2. That the Mayor and other appropriate officers of the City of

   Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policies and coverage.

3. That the Mayor and the Treasurer are hereby authorized and

   directed to pay from budgeted funds all premiums for such insurances and coverages.

4. That the Controller is authorized to adjust the 2018-19 budget as necessary for the insurance contract approved by this resolution.

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

____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk/Treasurer

ATTACHMENT "A"

ANNUAL GENERAL LIABILITY INSURANCE RENEWAL

WITH J. SMITH LANIER & COMPANY

PREMIUM SUMMARY

Coverage	2017-18 Premium	2018-19 Premium
*Property	$62,000.00	$63,207.00
AMIC Package		
• Electronic-Data Processing	$2,589.00	$5,751.00
• Equipment Floater	$22,478.00	$22,478.00
• General Liability	$74,205.00	$73,439.00
• Law Enforcement	$19,356.00	$22,600.00
• Public Officials	$27,036.00	$25,234.00
• Business Automobile	$159,729.00	$164,569.00
• Employee Benefits	$1,470.00	$1,470.00
• Increased Liability	$21,250.00	$21,250.00
Total	$390,113.00	$399,998.00

***Property Includes Terrorism coverage**

Notes:

Business Auto: 17-18 257 Units $621 Average Cost Per Unit
18-19 263 Units $625 Average Cost Per Unit

AUTHORIZATION TO BIND

Named Insured: **City of Opelika**

Lines of coverage to bind:
- ☐ **Property (Chubb)**
- ☐ **AMIC Package**

Effective Date: 10/01/2018
Expiration Date: 10/01/2019

Choose the appropriate option:

☐ I hereby authorize J. Smith Lanier & Co. to bind my coverage per the terms and conditions outlined in this Proposal.

______________________________ ______________________
Authorized Signature *Date*

☐ I hereby authorize J. Smith Lanier & Co to bind my coverage with changes as stated below. I understand these changes may result in possible additional underwriting requirements or more/less premium.

____
____
____
____
____
____
____

______________________________ ______________________
Authorized Signature *Date*

RESOLUTION NO. 219-18

Engagement Letter for Auditing Services - Acct.

RESOLUTION NO. __________

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH BARFIELD, MURPHY, SHANK & SMITH, LLC

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

1. That the proposed engagement letter for financial auditing services to be entered into between the City of Opelika and Barfield, Murphy, Shank & Smith, LLC, exhibited in its complete and final form on this day to the City Council and being attached hereto and incorporated by reference as Exhibit "A" be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2. That the Mayor of the City of Opelika is hereby authorized and directed to execute said engagement letter for and in the name of the City of Opelika and the City Clerk is hereby authorized and directed to attest said contract.

ADOPTED AND APPROVED this the _______ day of ___________ 2018.

____

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

ATTEST:

____

CITY CLERK

BARFIELD MURPHY SHANK & SMITH LLC
CERTIFIED PUBLIC ACCOUNTANTS

LOCAL FIRM.
NATIONAL KNOWLEDGE.
GLOBAL REACH.

September 10, 2018

City of Opelika
204 S 7th Street
Opelika, AL 36081

Barfield, Murphy, Shank & Smith, LLC is pleased to provide the City of Opelika with professional services. This letter confirms our understanding of the services we are to provide for the City of Opelika for the years ended September 30, 2018, 2019, and 2020. The engagement between the City of Opelika and our firm will be governed by the terms of this letter.

In order to better understand each party's obligations, the terms 'we, us, our and BMSS' will identify the firm of Barfield, Murphy, Shank & Smith, LLC. The terms 'you, your and City' will apply to the City of Opelika.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2018, 2019, and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis.
2. Schedules of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
3. Schedule of Changes in the Net Pension Liability.
4. Schedule of Employers Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Balance Sheet - Non-major Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Non-major Governmental Funds
3. Combining Balance Sheet - Non-major Special Revenue Funds
4. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Non-major Special Revenue Funds
5. Combining Balance Sheet - Non-major Capital Projects Funds
6. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Non-major Capital Projects Funds
7. Combining Statement of Net Position - Internal Service Funds
8. Combining Statement of Revenues, Expenses, and Changes in Net Position - Internal Service Funds
9. Combining Statement of Cash Flows - Internal Service Funds
10. Schedule of Debt - Governmental Funds
11. Schedule of Debt Service - Governmental Funds
12. Schedules of General Obligation and Other Long-Term Debt

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors report will not provide an opinion or any assurance on that other information.

1. General Governmental Revenues by Source - Last Ten Fiscal Years
2. General Governmental Expenditures by Function - Last Ten Fiscal Years
3. Ratio of Annual Debt Service Expenditures for General Bonded Debt to Total General Expenditures - Last Ten Fiscal Years
4. Property Tax Levies in Lee County, Alabama - Last Ten Fiscal Years
5. Assessed and Estimated Actual Value of Taxable Property - Last Ten Fiscal Years
6. Property Tax Rates - All Overlapping Governments
7. Ratio of Net General Obligation Bonded Debt to Assessed Value and Net General Obligation Bonded Debt Per Capita - Last Ten Fiscal Years
8. Computation of Legal Debt Margin
9. Computation of Overlapping Debt
10. Demographic Statistics - Last Ten Fiscal Years
11. Construction - Last Ten Fiscal Years
12. Principal Taxpayers
13. Miscellaneous Statistics

Audit Objective

The objective of our audit is the expression of opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Opelika's financial statements. Our report will be addressed to the Mayor and City Council of the City of Opelika. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. If, in our professional judgment the circumstances require, we may withdraw from the engagement prior to completion.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates used by management as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable, not absolute, assurance about whether the financial statements are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Accordingly, an audit performed in accordance with GAAS is not a guarantee of the accuracy of the financial statements.

Because of the inherent limitations of an audit, combined with inherent limitations of internal control and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, during the audit, we will communicate to the City and those charged with governance internal control related matters that are required to be communicated under professional standards. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties. We are also responsible for communicating with those charged with governance, what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit and significant findings from the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Management Responsibilities

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

We may advise you about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. During the course of our audit, financial statement misstatements may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. Management is responsible for approving or recording such adjustments in the financial statements, after evaluating their propriety based on an evaluation of both the applicable authoritative literature and the underlying supporting evidence from the City's files; or otherwise concluding and confirming in a representation letter provided to us at the conclusion of our audit that the effects of any uncorrected misstatements (as further described below) aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. At the conclusion of our audit we will communicate to those charged with governance such unrecorded adjustments, other than those that are clearly inconsequential.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, material errors or omissions, or taxes and employees improperly attributable to the appropriate states, all of which may affect the City and may be received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumption or interpretations underlying the measurement or presentation of the supplementary information.

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and a few of those banks have mandated the use of this service. To the extent applicable, the City hereby authorizes Barfield, Murphy, Shank & Smith, LLC to participate in this electronic confirmation process through the third-party's website (e.g. by entering the City's bank account information to initiate the process and then accessing the bank's confirmation response) and agrees that Barfield, Murphy, Shank & Smith, LLC shall have no liability in connection therewith.

Management is required to disclose the date through which subsequent events have been evaluated as the date the financial statements were available to be issued. You agree that management will not date the subsequent event note earlier than the date of your management representation letter.

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version and the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by Barfield, Murphy, Shank & Smith, LLC. You also agree to indemnify BMSS, defend using counsel of our choosing and hold us harmless from any and all claims that may arise from any differences between the electronic and signed versions.

The audited financial statements and our report thereon should not be provided or otherwise made available to recipients of any document to be used in connection with the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment the circumstances require, we may withhold our written approval.

The audit documentation for this engagement is the property of Barfield, Murphy, Shank & Smith, LLC and constitutes confidential information which will be retained by us in accordance with Barfield, Murphy, Shank & Smith, LLC policies and procedures. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Barfield, Murphy, Shank & Smith, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. You agree to reimburse us for our fees and costs associated with requests for your records or access to your records. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Barfield, Murphy, Shank & Smith, LLC is retaining the City as a client in reliance on information obtained during the course of our continuing client reacceptance procedures. John Boles has been assigned the role of engagement member and is responsible for directing the engagement and issuing the appropriate report on the City's financial statements.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The audit engagement ends upon the dating of our report on the financial statements and follow-up services will be deemed a separate engagement and may be governed by the terms and conditions of a separate engagement letter.

Other Services

We are always available to meet with management at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the City of Opelika. Whenever you believe such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas as long as such service will not impair our independence. We will also be pleased, at your request, to attend directors' meetings to discuss our services.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In addition to the audit services described above, you have requested that we provide the following non-attest services:

1. Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information in the trial balance and other information provided by you or that comes to our attention during the course of the engagement.

2. Formulation of adjustments to convert fund level account balances to government-wide account balances as of and for the years ended September 30, 2018, 2019, and 2020 in accordance with GASB 34.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services such as tax, bookkeeping or other services including those described herein. Prior to performing such services in conjunction with our engagement, management must acknowledge its acceptance of certain responsibilities. By signing this agreement, you acknowledge your acceptance of these responsibilities. In the event that matters come to our attention during the course of this engagement that give us reason to believe that an ethical conduct of our professional standards may be in jeopardy we will communicate with you. Sometimes the ethical rules of our profession require that we modify or abandon an engagement and we will promptly notify you if this becomes necessary.

Barfield, Murphy, Shank & Smith, LLC will not perform management functions or make management decisions on behalf of the City of Opelika. However, we will provide advice and recommendations to assist management of the City of Opelika in performing its functions and making decisions.

By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement. In addition, you are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

If we, in performing this engagement, reconcile bank statements you agree that this service entails comparing bank statements you provide to us with a listing of bank activity. The bank statement reconciliation service includes preparing a summary of transactions that do not appear on both the bank statement and list of bank activity information you provide to us. We do not evaluate the propriety of transactions, examine documentation or verify approvals associated with items that appear on the records you provide to us.

Except as otherwise noted by us, no personal information other than names related to City employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the City's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

If the City plans any reproduction or publication of our report, or any portion of it, a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions.

Engagement Administration, Fees and Other

In connection with these engagements, we may communicate with you or others via fax or e-mail transmission. As communication in these mediums contains a risk of being intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that fax or e-mail transmissions from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of fax or e-mail transmissions, or for the unauthorized use or failed delivery of fax or e-mail transmissions by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of fax or e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. If, at any time, you wish to withdraw the permissions granted to utilize fax or e-mail for transmissions, please notify us in writing and we will subsequently use alternate communication methods.

The privacy policy for Barfield, Murphy, Shank & Smith, LLC is available on our website at www.bmss.com or upon request.

The working papers prepared in conjunction with our engagement are the property of Barfield, Murphy, Shank & Smith, LLC, constitute confidential information, and will be retained by us in accordance with Barfield, Murphy, Shank & Smith, LLC policies and procedures.

Our fee for the engagement is $85,000.00. You will also be billed for travel and other out-of-pocket costs or expenses incurred in servicing your engagement, including postage, telephone, facsimile transmissions, photocopying, and charges for on-line research services, etc. Any services performed by us outside the scope of our audit will be billed separately. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If during the audit significant additional time to complete the engagement should appear to be necessary or if we become aware that additional time is required in order to assist you in preparing the necessary documents so that we can conduct our audit, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs. Our invoices for these fees will be rendered each month as work progresses. In the event that payment is not received when due we may elect to suspend services and you will be assessed interest charges of 1.5% per month (A.P.R. of 18%) on the unpaid balance. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination, and to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

If we receive a subpoena for your information and are advised by our counsel that it is appropriate to communicate the existence of a pending subpoena for your records, we will notify you. Once receiving notice it will be your responsibility to timely take such action as you deem appropriate to respond to the subpoena. In the absence of your action, we will rely on our counsel's advice in responding to any subpoena. In any event you agree to reimburse us for our attorneys' fees and costs associated with requests for your records.

This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

John Boles and Brian Harris will lead the team assigned to service your account and will serve as the primary contacts with your City for the services outlined in this engagement letter. We will be pleased to discuss this letter with you at any time.

We reserve the right to withdraw from this engagement without completing the work if you fail to comply with the terms of this engagement letter or as we determine professional standards require. If we withdraw or otherwise terminate this engagement you will remain obligated to pay our fees and costs, even if no report is issued. If any portion of this agreement is deemed invalid or unenforceable, such a finding shall not invalidate the remainder of the terms set forth in this engagement letter.

This engagement letter includes the attached Barfield, Murphy, Shank & Smith, LLC Standard Terms and Conditions as Attachment A which is incorporated by reference.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return to us.

From time to time you may request that we undertake additional work. In the event that a separate engagement letter is not entered into between us, the scope of the engagement described herein may be altered by writings between us evidencing an understanding of additional work and that work shall be governed by the terms of this engagement letter.

Sincerely,

Barfield, Murphy, Shank & Smith, LLC

Barfield, Murphy, Shank & Smith, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Opelika:

Officer signature:____

Title:____

Date:____

Attachment A
Barfield, Murphy, Shank & Smith, LLC
Standard Terms and Conditions

This agreement sets forth the standard terms and conditions pursuant to which Barfield, Murphy, Shank & Smith, LLC ("BMSS") will provide services to the City of Opelika ("Client").

1. **Management's Responsibilities -** Management of Client is responsible for establishing and maintaining an effective internal control system. BMSS services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by BMSS, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client.

2. **Cooperation -** Client agrees to cooperate with BMSS in the performance of BMSS services for the Client, including providing BMSS with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to BMSS for purposes of this engagement.

3. **Independent Contractor -** Client and BMSS are both independent contractors and neither Client nor BMSS are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor BMSS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.

4. **Payment of Invoices -** Client agrees to pay properly submitted invoices within thirty (30) days of the invoice date (or any other date that we may agree to in writing). BMSS shall have the right to halt or terminate entirely our services until payment is received on past due invoices. All fees, charges and other amounts payable to us hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payments of which shall be the sole responsibility of Client, excluding any applicable taxes based on BMSS's net income or taxes arising from the employment or independent contractor relationship between BMSS and our personnel. In the event that BMSS halts or terminates services on account of non-payment of invoices and/or professional standards requirements, then filing, reporting and/or other deadlines may go unmet. Client agrees that BMSS shall not be responsible for the consequences of unmet deadlines occurring as a result of the halt or termination of services for non-payment and/or the requirements imposed by professional standards.

5. **Confidential Information -** Client and BMSS both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of

receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and BMSS agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law or professional standards impose a higher requirement. BMSS may retain, subject to the terms of this paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or BMSS receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if advised by counsel it is proper to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter. In any event you agree to reimburse us for our attorneys' fees and costs associated with requests for your records.

6. **Force Majeure -** Neither Client nor BMSS shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

7. **Document Retention -** The parties agree that BMSS will endeavor to retain documents and records for a period of six years after the conclusion of the rendering of services for any particular period or year. After six years documents and records may not be available. Catastrophic events or physical deterioration may result in our records being unavailable before the end of our document retention period.

8. **Remedies -** Neither party may assert against the other party any claim in connection with this agreement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, BMSS's maximum aggregate liability under this agreement (regardless of the nature of any claim asserted, including contract, statute, any form of negligence whether if Client, BMSS or others, tort, strict liability or otherwise) shall be limited to an amount equal to double the charges paid to BMSS during the term of this agreement. In no event shall BMSS be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence. This provision shall survive the termination of this agreement.

9. **Dispute Resolution -** If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement (including disputes regarding the validity or enforceability of this agreement), either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute. Each party may disclose any facts to the other party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the facilitator shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either party in any subsequent arbitration between the parties. Such facilitated negotiations shall conclude within sixty

days from receipt of the written notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the parties. If a dispute, controversy or claim cannot be resolved by facilitated negotiations, both parties agree that the dispute will be submitted for resolution by arbitration in accordance with the then current Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitration panel or arbitrator. The arbitration proceeding shall take place in Birmingham, Alabama unless the parties agree to a different locale. Such arbitration shall be conducted before a panel of three neutral arbitrators and at least one panel member must be a CPA for claims of $100,000 or more or a single neutral arbitrator for claims less than $100,000. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead, we are accepting the use of arbitration for resolution. The arbitrator(s) shall award reasonable attorneys' fees and costs to the prevailing party as part of the final award.

10. **Assignment -** Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other.

11. **Governing Law -** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama, excluding conflict of law principles.

12. **Entire Agreement -** This agreement constitutes the entire agreement between the parties regarding the services and supersedes all prior agreements and understandings relating to the services. No amendment, modification, waiver or discharge of this agreement shall be valid unless in writing and signed by authorized representatives of both parties. This agreement has been entered into solely between Client and BMSS, and no third-party beneficiaries are created hereby.

13. **Service Providers -** In the normal course of business, we use the services of third parties and individual contractors, which are not our employees. Those services are performed at various levels and in various aspects of our engagements including bookkeeping, tax return preparation, consulting, clerical and data entry functions. It is possible that during the course of our engagement with you, we may use such third-party and individual contractor sources. Additionally, our engagement will, of necessity, require us to handle confidential information and we expect our third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of your confidential client information including access by third-party and individual service providers.

14. **Non-Solicitation -** Both Client and BMSS recognize that human resources are extremely valuable assets in the businesses in which they are engaged. Also, in certain situations client employment of an employee of BMSS may raise independence issues. Accordingly, Client and BMSS agree that, during the term of this engagement and for a period of one year after the conclusion of this engagement, neither party will directly solicit, employ, utilize or contract with any current or former employee or member of the other party who participates in this engagement without the express consent of the other party.

RESOLUTION NO. 220-18

Adjust Scope of I-85 Connector Project.

RESOLUTION NO. ____________

A RESOLUTION TO ADJUST THE SCOPE OF THE OPELIKA I-85 CONNECTOR PROJECT AS AUTHORIZED BY RESOLUTION NO. 149-18

WHEREAS, on July 3, 2018, pursuant to Resolution No. 149-18, the City Council authorized the Mayor to submit a grant application to the U.S. Department of Transportation ("DOT") for funding to construct the "Opelika I-85 Connector"; and

WHEREAS, the proposed project is consistent with the purposes of the 2018 BUILD TRANSPORTATION DISCRETIONARY PROGRAM; and

WHEREAS, the proposed project will create a transportation loop from U.S. Highway 280 North of Opelika to Exit 64 of U.S. Interstate Highway 85; and

WHEREAS, the proposed project includes three (3) components:

(a) Oak Bowery and Morris Avenue widening and improvements;

(b) Industrial Access Improvement Connector with Railroad Overpass; and

(c) Sportsplex Connector; and

WHEREAS, the City Council finds and determines that the Oak Bowery and Morris Avenue corridor is not the best conduit to move traffic from U.S. Highway 280 to Lafayette Parkway and an alternate route would better foster sustainable land use planning and development practices.

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

1. That the City Council hereby expresses its opposition to the inclusion of Oak Bowery Road and Morris Avenue as part of the Opelika I-85 Connector Project.

2. That the Mayor and City staff are hereby authorized and directed to explore alternative routes to create a transportation loop from U.S. Highway 431 to U.S. Highway 280 North of Opelika.

3. If the Opelika project is selected by DOT, the Mayor is hereby authorized to negotiate the grant agreement with DOT staff to revise the scope of the project and the level of funding consistent with the expression of the Council in section 1 above.

4. That this Resolution shall take effect upon the 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. 221-18

Renewal for Broadband Services with Charter Communications - OPS.

RESOLUTION NO. ____________

RESOLUTION APPROVING SERVICE ORDER FOR WHOLESALE BROADBAND SERVICES WITH CHARTER COMMUNICATIONS OPERATING, LLC

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the "City") is operating and maintaining a fiber optic network; and

WHEREAS, Charter Communications Operating, LLC ("Charter") on behalf of Spectrum provides high quality wholesale broadband services at wholesale to end user networks; and

WHEREAS, the City desires to purchase high quality broadband services from Spectrum; and

WHEREAS, a proposed Service Order for wholesale broadband services (hereinafter the "Service Order") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Service Order, a copy of which is attached hereto and marked Exhibit "A", is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and

delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Service Order and such ancillary documents and certificates as necessary to carry into effect the purpose and intent of said Service Order and carry out fully the transactions contemplated therein 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 Service Order.

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

Spectrum

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all oth terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Philip Barnett
Phone: ext:
Cell Phone: +1 2055816653
Fax:
Email: philip.barnett@charter.com

Order # 10676502

Customer Information: Customer Code		
Business Name	CITY OF OPELIKA-OPELIKA	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
Billing Address		
Attention To:		**Account Number**
600 FOX RUN PKWY OPELIKA AL 36801-5967		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Nathan Mallory	(334) 704-4782	Nathan.Mallory@opelikapower.com
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

Attachment: City of Opelika - FIA Renewal for 1Gig circuit (221-18 : Broadband Services with Charter)

Spectrum

Fiber Internet and Ethernet Service Order Information For 600 FOX RUN PKWY OPELIKA AL 36801			
Site Name	**Address Location**	**Location Type**	**Bandwidth**
	600 FOX RUN PKWY OPELIKA, AL 36801		

New and Revised Services and Monthly Charges At 600 FOX RUN PKWY , OPELIKA AL 36801				
Description	**Quantity**	**Sales Price**	**Monthly Recurring Total**	**Contract Term**
1 GBPS FIBER INTERNET	1	$1,799.00	$1,799.00	36 Montl
***Total**			**$1,799.00**	
*Prices do not include taxes and fees.				

Spectrum

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

RESOLUTION NO. 222-18

Project Agreement for Southside Opelika, LLC

RESOLUTION NO. _____________

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

AND SOUTHSIDE OPELIKA, LLC

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 Southside Opelika, LLC, 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) Pursuant to the Project Development Agreement, the Company has agreed to construct a residential development on approximately 2.058 acres of land on lots 3, 4 and 5 of Block T, Byrd Lands, according to Totten's Official Real Estate Map of Opelika. The Project, as defined in the Project Development Agreement, will consist of (1) the removal of existing sidewalks along South 8th Street and Avenue D within the Project Site and the construction of new replacement sidewalks (2) the construction of two (2) handicap pedestrian ramps at the southwesterly corner of the intersection of South 8th Street and Avenue D, (3) the installation of concrete aprons from Avenue D to entrances to Subdivision, (4) placing of sod as required adjacent to new sidewalks, (5) installation of historic street lighting, (6) installation of curb and gutter at the concrete apron and sidewalk transition, (7) adjustment of one stormwater inlit along Avenue D, (8) installation of new two-inch water line along Avenue D right-of-way within the Project Site, (9) the demolition and removal of seven (7) dilapidated existing structures and (10) the completion of the first single-family house. 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 assist the Company by providing a cash reimbursement in the amount of $92,287.50 for a portion of said improvements to facilitate the Project described above. If the sanitary sewer laterals serving the Project Site are determined to be unusable, the City will also agree to pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of installing new laterals, or (ii) $12,500. The City will further agree to install underground electrical service and decorative LED light fixtures on the development side of South 8th Street and Avenue D. Upon completion of the underground electrical service and lighting upgrades, the Company will pay to the City an amount equal to the lesser of (i) one-half (50%) of the actual cost of said upgrades, or (ii) $13,905.57. If rock is encountered during the installation of underground electric service that cannot be excavated using conventional equipment, the Company will also pay the City one-half (50%) of the additional cost of rock excavation.

(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 September 11, 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 September 18, 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 ____________, 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 _______, 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 _______, 2018.

____

CITY CLERK

CITY OF OPELIKA, A

RESOLUTION NO. 223-18

Special Appropriation for Sportsplex Health Fair.

RESOLUTION NO. _________

WHEREAS, the Opelika City Council fully supports the Opelika Park & Recreation department in providing a Health Fair in 2018 in conjunction with the AU School of Nursing at the Opelika Sportsplex; and

WHEREAS, the Park and Recreation department will be hosting said event and is in need of additional funds in covering the expenses involved in providing a Health Fair to the citizens of Opelika; and

WHEREAS, all five Council members have agreed to contribute $600.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of $3,000.00 to the Park and Recreation department to assist in covering the various expenses in hosting a Health Fair for the Opelika citizens.
2. That City Council members wish to provide $600.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Current year.	$600.00
Tiffany Pitts	Ward 2	Current year.	$600.00
Dozier Smith T	Ward 3	Reserve fund.	$600.00
Eddie Smith	Ward 4	Reserve fund.	$600.00
David Canon	Ward 5	Reserve fund.	$600.00

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(s) to move a total of $3,000.00 from the specific fund or account as

designated in No. 2 above to the appropriate account in the Park & Recreation current year budget.

5. The Opelika Park & Recreations Director will insure that these funds are made available to the appropriate person(s) and spent as designated above by the Opelika City Council.

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 - Treasurer

RESOLUTION NO. 224-18

Reserve Current Year Descritionary Balance for Each Council Member.

RESOLUTION NO. _________

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

1) That the Mayor and the Controller is hereby authorized and directed to make the necessary budget adjustment(s) so the remaining current year balance of each City Council discretionary account, for fiscal year 2017-2018, as detailed below, is moved to the appropriate reserve account for each Ward:

Ward I	-	$ 8,900.00	Misc. Projects, current year balance.
Ward II	-	$ 4,600.00	Misc. Projects, current year balance.
Ward III	-	$ 9,500.00	Misc. Projects, current year balance.
Ward IV	-	$ 10,000.00	Misc. Projects, current year balance.
Ward V	-	$ 9,500.00	Misc. Projects, current year balance.

ADOPTED and APPROVED this the _______ day of ___________________, 2018.

C. E. “Eddie” Smith, Jr.

President of City Council

City of Opelika, Alabama

Attest:

R. G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 225-18

Agreement with ALDOT for 1St Ave. TAP Grant - Eng.

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROJECT BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the "State"), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the "City") desire to enter into an agreement relating to a Transportation Alternatives project with partial funding by the Federal Highway Administration for the Streetscape Improvements on North 8th Street from North Railroad Avenue to 1st Avenue, and 1st Avenue from North 8th Street to North 7th Street; and

WHEREAS, a proposed Agreement for Construction for Project TAPAA-TA19(916); CPMS#100069022 (the "Agreement") has been prepared and submitted to the City Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

WHEREAS, the proposed Agreement has an approved budget of $414,226.00 where the Federal share of this cost will be 80% or $331,380.80 and the 20% City share will be $82,845.20.

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

1. That the proposed Agreement to be entered into between the State and the City, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved,

authorized, ratified, and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by 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 and the City Clerk is hereby authorized to attest the same and to affix the seal of the City thereto.

3. That any 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. The City's share of the project, i.e. $82,845.20 shall be paid from the Unassigned Fund Balance.

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

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

____

PRESIDENT OF THE CITY COUNCIL

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

CERTIFICATE

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

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

____

CITY CLERK

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

August 31, 2018

STATE OF ALABAMA

RECEIVED
SEP 04 2018
BY:

The Honorable Gary Fuller
Mayor, City of Opelika
204 South 7th Street
P. O. Box 390
Opelika, Alabama 36803-0390

Re: TAPAA-TA19(916)
Fiscal Year (FY) 2019 Transportation Alternatives Set-aside Program

Dear Mayor Fuller:

This letter is to advise you that your FY 2019 application for the Federal Transportation Alternatives Set-aside Program has been approved. Federal funds in the amount of $331,380.80 is being awarded for the Streetscape Project. Congratulations!

Personnel from the Region Office of the Alabama Department of Transportation, will be in contact with you concerning the requirements that will have to be followed in administering this project. If you have any questions concerning this matter, please call the Department's Local Transportation Bureau Chief Ed Phillips at (334) 242-6203.

Sincerely,

Kay Ivey

Kay Ivey
Governor

KI/JRC/DEP:dep

cc: Senator Gerald O. Dial
Senator Tom Whatley
Senator William M. Beasley
Representative Joe Lovvorn
Representative Mark Tuggle
Representative Isaac Whorton
Representative George Bandy
Mr. Mark Bartlett, FHWA Alabama Division Administrator
Mr. John R. Cooper, ALDOT Transportation Director
Mr. Steven C. Graben, ALDOT Southeast Region Engineer
Mr. Tony Harris, ALDOT Media and Community Relations
File

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

August 31, 2018

RECEIVED
SEP 04 2018
BY:

The Honorable Gary Fuller
Mayor, City of Opelika
204 South 7th Street
P. O. Box 390
Opelika, Alabama 36803-0390

SUBJECT: Transportation Alternative Program (TAP)
Project No. TAPAA-TA19(916)
Streetscape Project
City of Opelika
Lee County

Dear Mayor Fuller:

Enclosed is the Governor's award letter and original funding agreement between the Alabama Department of Transportation and the City of Opelika for the above referenced project. Please review this agreement for approval. Upon execution, return the agreement to this office for further handling. You will be provided a copy when fully executed. A certified resolution affixed with the city seal, which authorizes the mayor to sign the agreement, should be included. Also, the city seal should be affixed to the signed agreement.

Federal TA Set-Aside funds are available to States for obligation for a limited time period. **Therefore, project funding awarded to sponsors for projects, but not authorized for contract letting within two years of the notice of award, are subject to rescission by the ALDOT.** To ensure timely project delivery and facilitate the reallocation of funds to other projects as necessary, the following target deadlines are established:

a. Funding Agreement Execution by Sponsor: Three (3) months from ALDOT making the funding agreement available.

b. Obtain Environmental Clearances/Permits/Right-of-Way: One (1) year from project award.

c. Project/Specification/Estimate (PS&E) Review to Region: Eighteen (18) months from project award

d. Final Plans/Certifications/Estimate (Ready for FHWA authorization) to Region: Two (2) years from project award.

Please be aware that a failure to meet a target deadline may result in the rescission and reallocation of awarded project funds. Extension requests will be evaluated on the merits of the request and the extenuating situations involved.

Your Local ALDOT Region will be contacting you shortly to begin coordination concerning project development.

If you have any questions, please call this office.

Sincerely,

D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

DEP:jp

c: Mr. Steven C. Graben, Southeast Region Engineer

CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF OPELIKA
Lee County

Project No. TAPAA-TA19(916)
CPMS Ref# 100069022
Streetscape Project

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Opelika, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the streetscape improvements on N 8th Street from N Railroad Avenue to 1st Avenue, and 1st Avenue from N 8th Street to N 7th Street.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I or the estimated costs below, whichever is lower. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 331,380.80
City Funds	$ 82,845.20

TOTAL (Incl CE&I)	$ 414,226.00

It is further understood that this is a cost reimbursement program and no Federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no Federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY. The CITY shall commence eligible activities in accordance with the scope of work approved by the STATE within two (2) years from the date of execution of this agreement. If this stipulation is not met, the STATE may notify the CITY in writing that the project is terminated and the encumbrance of funds rescinded.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost to the project, as approved by the application.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. This project will be let to contract by the CITY. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Opelika, Alabama

By: ______________________________ By: ______________________________

City Clerk (Signature) As Mayor (Signature)

______________________________ ______________________________

Type Name of Clerk Type Name of Mayor

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: ______________________________

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

____

D.E. (Ed) Phillips, P.E.

State Local Transportation Engineer

____

Don T. Arkle, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS ______DAY OF _________________, 20______.

____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H
Page 5

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

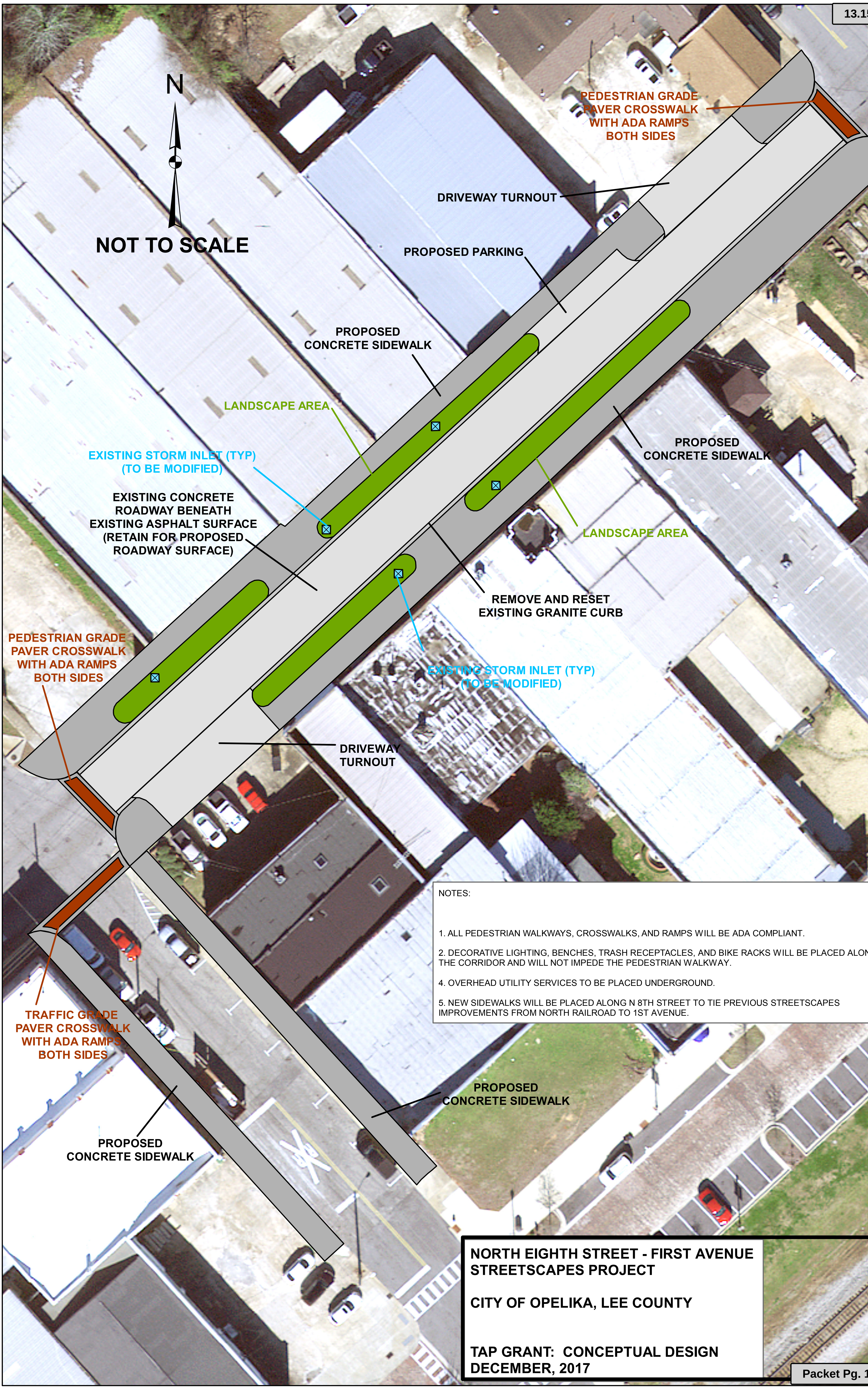
RECOMMENDED FOR APPROVAL: ______________________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________________
CHIEF ENGINEER

APPROVAL: ______________________________ November 1, 2017
TRANSPORTATION DIRECTOR DATE

1-20

Rev. 10/2017



NOTES:

1. ALL PEDESTRIAN WALKWAYS, CROSSWALKS, AND RAMPS WILL BE ADA COMPLIANT.

2. DECORATIVE LIGHTING, BENCHES, TRASH RECEPTACLES, AND BIKE RACKS WILL BE PLACED ALONG THE CORRIDOR AND WILL NOT IMPEDE THE PEDESTRIAN WALKWAY.

4. OVERHEAD UTILITY SERVICES TO BE PLACED UNDERGROUND.

5. NEW SIDEWALKS WILL BE PLACED ALONG N 8TH STREET TO TIE PREVIOUS STREETSCAPES IMPROVEMENTS FROM NORTH RAILROAD TO 1ST AVENUE.

NORTH EIGHTH STREET - FIRST AVENUE STREETSCAPES PROJECT

CITY OF OPELIKA, LEE COUNTY

TAP GRANT: CONCEPTUAL DESIGN
DECEMBER, 2017

RESOLUTION NO. 226-18

Project Time Extension for Hanwha.

RESOLUTION NO. ___________

RESOLUTION APPROVING PROJECT TIME EXTENSION

FOR HANWHA ADVANCED MATERIALS AMERICA, LLC

WHEREAS, on April 18, 2017, pursuant to Resolution No. 084-17, the City Council of the City of Opelika, Alabama (the "City Council") approved the application of Hanwha Advanced Materials America, LLC (the "Company"), for the abatement of (1) all state and local non-educational ad valorem property taxes for a period of ten (10) years and (2) all construction-related transaction (sales and use) taxes for a major addition to its facility located at 4400 Northpark Drive, Opelika, Alabama (the "Project"); and

WHEREAS, the City Council also approved the application of the Company for a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years; and

WHEREAS, the Company's tax exemption certificate number 2017125002 for the Project will expire on September 30, 2018; and

WHEREAS, the Project has taken longer to implement than anticipated; and

WHEREAS, the Company has requested a time extension to August 31, 2019 for its tax exemption certificate; and

WHEREAS, for good and sufficient cause, the City Council finds and determines that the City should grant the Company's time extension request.

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

1. That the completion date for the Project be, and hereby is, extended through and including August 31, 2019.

2. That the Mayor and the City Clerk are hereby authorized and directed to execute such documents and agreements as may be necessary to extend the time period as provided in paragraph 1 above.

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 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.

4. That a copy of this resolution shall be forward to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue.

5. That 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

ORDINANCE NO. 017-18-ORD

Annexation of Property at 465 Lee Road 174 - 2Nd Reading.

James Duane Small has requested the annexation of approximately 13.9 acres into the City of Opelika. He requested to be annexed to have access to city services. The subject property currently has two homes and a barn structure. The property is located along the west side of Allbrite Road (Lee Road 174) off of Lafayette Parkway. At the August 28th meeting, the Planning Commission voted to send a positive recommendation to City Council to annex the 13.9 acres and zone the property R-1. A Planning Commission report and Map are attached. This is a request to place the annexation ordinance on the agenda for 1st reading.

ORDINANCE NO.__________

ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF OPELIKA

(JAMES D. SMALL PROPERTY)

WHEREAS, on the 17th day of July 2018, James D. Small (hereinafter referred to as the “Petitioner”) being the owner of the property hereinafter described, did file a Petition for Annexation (the “Petition”) with the City of Opelika, Alabama, a municipal corporation, a copy of which is attached hereto as Exhibit “A”, requesting the annexation of certain property owned by the Petitioner as more particularly described below; and

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

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

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

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

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

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

Parcel Three (3) of Somerset, according to and as shown by map or plat of said subdivision of record in Town Plat Book 14, at Page 4, in the Office of the Judge of Probate of Lee County, Alabama; said parcel containing 13.9 acres, more or less.

Being further described as Tax Parcel No. 43 03 04 19 0 000 001.000.

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

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

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

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

ADOPTED AND APPROVED this the _____day of ___________, 2018.

____

PRESIDENT 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

Annx-1049

AGENDA ITEM # 9

PETITION FOR ANNEXATION
PLANNING DEPARTMENT
700 FOX TRAIL
OPELIKA, AL 36801
P: (334) 705-5156 F: (334) 705-5159

PC DEADLINE: 8/7/18 PC MEETING: 8/28/18

PROPERTY OWNER/ AUTHORIZED APPLICANT: James Duane Small
MAILING ADDRESS: 465 Lee Rd. 174
PHONE NUMBER: (334) 742-0474 **FAX NUMBER:** ____
EMAIL ADDRESS: jdsmall64@gmail.com

PARCEL INFORMATION

Annexed Property Address: 465 Lee Rd. 174 Opelika, AL 36801
Current Land Use: Resd. Proposed Zoning: R-1
Description of proposed use: Res.
Adjacent Zoning Districts (if applicable): North: PJ South: R-1 East: R-1 West: R-1
Tax Parcel Number: 03 04 19 0 000 001.000
Ownership Configuration: ☒ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

1. Is this property(s) contiguous with Opelika City limits? Yes
2. What is the population of proposed annexed area? 5
3. What is the population by race? 5 White, ___ Black, ___ Hispanic, ___ Asian, ___ Other
4. How many registered voters reside in proposed annexed area? 5
5. Are there any businesses in proposed annexed area? No
   List type of business and location: ____

Proposed Zoning: R-1

Fee: 2X $250.00 per dwelling or $250.00 per business

TOTAL = $500.00

PAID CK# 7023

OWNERS SIGNATURE:	James D. Small	**DATE:**
(PRINT NAME)	James D. Small	July 17, 2018

AGENDA ITEM # 9

REQUIREMENTS

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

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

I hereby request the Opelika Planning Commission to review my annexation application for property located at the (address/general location) 465 Lee Road 174 Opelika, A 3680 as described in the legal description submitted. I understand the requirements above that I may be required to provide additional information with my application. The City may require information or waive certain requirements at any time during the annexation process.

James D. Small
Signature (owner)

July 17, 2018
Date

AGENDA ITEM # 9

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

STATE OF ALABAMA

LEE COUNTY

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

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

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

   SEE EXIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (legal description)

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

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

RESPECTFULLY SUBMITTED this the 17th day of July, 2018.

AGENDA ITEM # 9

NOTARY SIGNATURES

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

______________________________ Notary Public

______________________________ (print name)

______________________________ (address)

______________________________ (city, state, zip)

BY: ______________________________ (signature)

ITS: ______________________________ (title)

DATE: ______________________________

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that James D. Small, whose name is signed to the foregoing petition, and who is known to me, acknowledged before me on this day, that being informed of the contents of said petition, he/she executed the same voluntarily on this date. Given under my hand and official seal of office this 17th day of July, 2018

J. Rachel C. Dennis **Notary Public**

RACHEL C. DENNIS
MY COMMISSION EXPIRES July 28, 2018
NOTARY PUBLIC
STATE OF ALABAMA

James D. Small (Signature)

James D. Small (print name)

65 Lee Rd 174

Opelika, AL 36801 (mailing address)

DATE: 17 July 2018

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

______________________________ **Notary Public**

______________________________ (Signature)

______________________________ (print name)

____

______________________________ (mailing address)

DATE: ______________________________

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

______________________________ **Notary Public**

______________________________ (Signature)

______________________________ (print name)

____

______________________________ (mailing address)

DATE: ______________________________

DEED 2206 389
Recorded In Above Book and Page
04/16/2001 12:53:08 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

Deed Tax	46.00
Recording Fee	11.00
TOTAL	57.00

STATE OF ALABAMA
LEE COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to the undersigned grantor, CHERYL H. EMERY, a single woman (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, I, the said GRANTOR do hereby grant, bargain, sell and convey unto JAMES D. SMALL, (hereinafter referred to as GRANTEE), all my right, title and interest in and to the following described real estate, situated in LEE County, Alabama, to-wit:

Parcel Three (3) of Somerset, according to and as shown by map or plat of said subdivision of record in Town Plat Book 14, at Page 4, in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance is made subject to the Restrictive Covenants dated September 18, 1989, recorded in Deed Book 1463, at Page 159, in the Office of the Judge of Probate of Lee County, Alabama, and any other easements, covenants, restrictions and rights-of-way of record in said county affecting said described property.

TO HAVE AND TO HOLD to said GRANTEE, his heirs and assigns forever.

And I, the said GRANTOR do for myself and my heirs, executors and administrators, covenant with the said GRANTEE, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances except as may be noted above; that I have a good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, his heirs and assigns forever against the lawful claims of all persons.

Given under my hand and seal this the 13 day of April, 2001.

Cheryl H. Emery
CHERYL H. EMERY

STATE OF ALABAMA
COUNTY OF LEE

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

Given under my hand and official seal on this the 13th day of April, 2001.

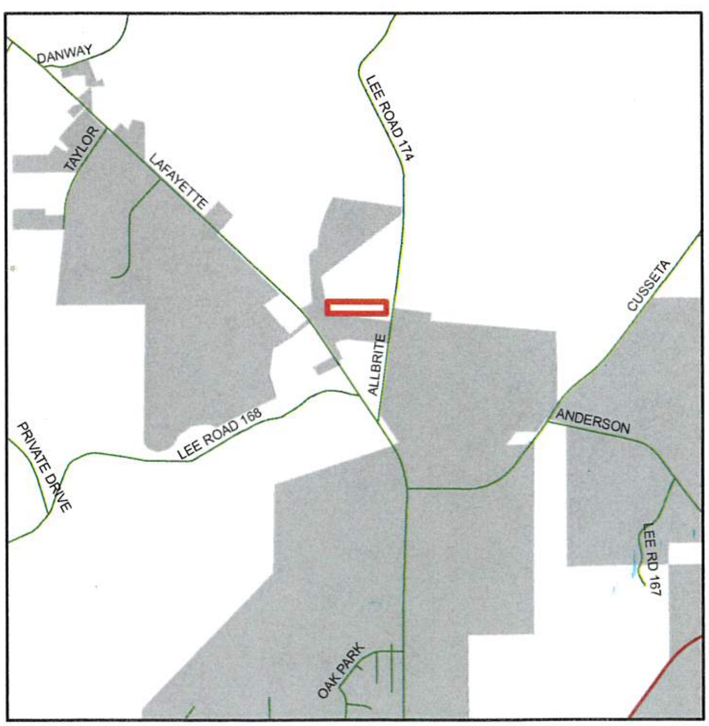
Sharon C. Braswell
NOTARY PUBLIC
My Commission Expires: 4-19-04

Grantee's Address:
James D. Small
4164 E. 25th Street
Tucson, AZ 85711

This instrument prepared by:
James R. Thrash
P.O. Box 2009
Opelika, AL 36803-2009

DEED 2206 390
Recorded In Above Book and Page
04/16/2001 12:53:08 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

JAMES DUANE SMALL
465 LEE ROAD 174
ANNEXATION



The applicant is requesting to annex 13.9 acres a
requesting a R-1 zoning district.

Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

CITY OF OPELIKA
Planning Commission Report

Action Requested: Annexation and Zoning

Location of Property: 465 Lee Road 174

Property Owner: James D. Small

Current Zoning: PJ (Planning Jurisdiction)

Proposed Zoning: R-1

Existing Land Use: Residential

Adjacent Zoning/Land Use: North: Planning Jurisdiction (PJ)
South: Rural (R-1)
East: Rural (R-1)
West: Rural (R-1)

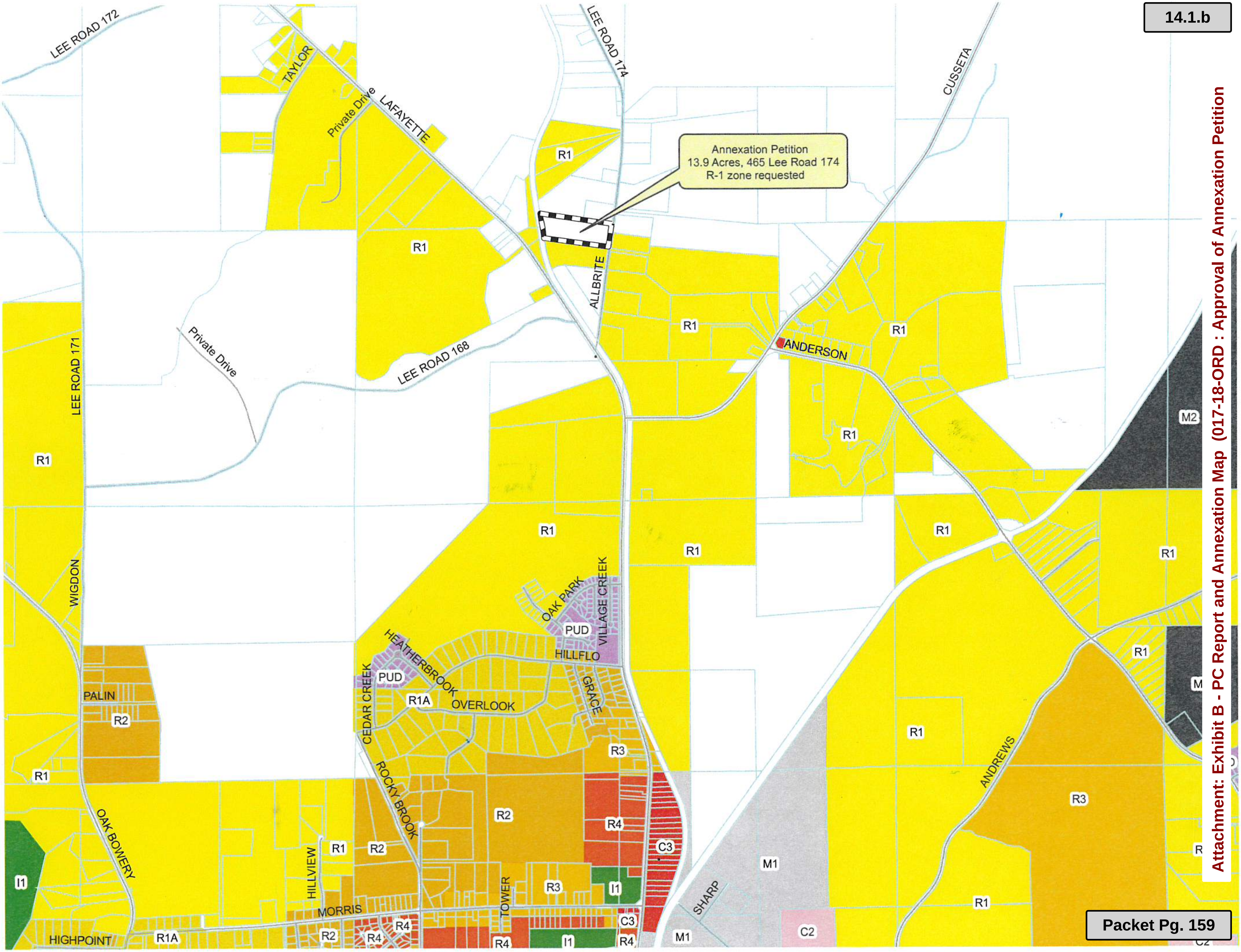
PLANNING STAFF DISCUSSION: Mr. Small has requested the annexation of approximately 13.9 acres into the City of Opelika. He requested to be annexed to have access to city services. The subject property currently has two homes and a barn structure. The property is located along the west side of Allbrite Road (Lee Road 174) off of Lafayette Parkway. This property is contiguous to the City of Opelika through the South, East, and West property lines.

Section 5.3 of the City of Opelika Zoning Ordinance states that all properties annexed into the City will receive an R-1 zoning designation. The applicant has not requested any other zoning designation.

RECOMMENDATION: A positive recommendation to City Council for annexation.

At the August 28th meeting, the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to City Council to annex 13.9 acres; the zoning district requested by the Petitioner and recommended by the Planning Commission is R-1.

This is a request to submit information to the City Attorney to prepare an ordinance to annex the 13.9 acres and zone the property R-1.


Annexation Petition
13.9 Acres, 465 Lee Road 174
R-1 zone requested
LEE ROAD 172
LEE ROAD 174
CUSSETA
TAYLOR
Private Drive
LAFAYETTE
ALLBRITE
LEE ROAD 168
Private Drive
LEE ROAD 171
ANDERSON
WIGDON
OAK PARK
VILLAGE CREEK
HEATHERBROOK
HILLFLO
CEDAR CREEK
OVERLOOK
GRACE
PALIN
ROCKY BROOK
OAK BOWERY
HILLVIEW
MORRIS
TOWER
HIGHPOINT
SHARP
ANDREWS
R1
R1A
R2
R3
R4
PUD
M1
M2
C2
C3
I1

ORDINANCE NO. (ID # 2962)

Amend Zoning Ord & Map, 1500 Block West Point Parkway, R-3 to PUD, 1St 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 "Council") of the City of Opelika, Alabama (the "City") as follows:

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

(a) 280 Land Company, LLC heretofore submitted to the City a development plan for a planned unit development ("PUD") entitled Hidden Lakes Subdivision South PUD on approximately 205.84 acres.

(b) The proposed development is located in a R-3 District (low-density residential district) and is located on the southside of Sportsplex Drive and north of West Point Parkway.

(c) The property described in Section 3 below will be developed as a unified, mixed residential and commercial development consisting of 351 single-family lots, 42 townhouse lots/units, a commercial support component and a chapel/event center.

(d) The amenities for the development will include two (2) recreational lakes, walking trails, managed recreational areas and open spaces.

(e) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(f) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a unified mixed residential and commercial development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a R-3 district (low-density district) to a Planned Unit Development (PUD) on the official zoning map of the City.

> A tract or parcel of land containing 205.84 acres located partly in Section 4, Township 19 North, Range 27 East and partly in Section 33, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of said Section 33; thence N87°53’57”E 294.89 feet to the point of beginning; thence N88°22’05”E 1919.36 feet; thence N22°53’11”E 989.57 feet; thence N00°54’33”W 395.00 feet to the south right-of-way limit of Sportsplex Road; thence along said right-of-way limit N89°09’39”E 377.01 feet; thence continue along said right-of-way limit S00°50’21”E 25.00 feet; thence continue along said right-of-way limit N89°09’39”E 250.00 feet; thence continue along said right-of-way limit N00°50’21”W 25.00 feet; thence continue along said right-of-way limit N89°09’39”E 244.65 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4940.00 feet, an arc length of 568.50 feet, and a chord bearing and distance of S87°32’32”E 568.19 feet; thence continue along said right-of-way limit S05°45’17”W 25.00 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4915.00 feet, an arc length of 80.00 feet, and a chord bearing and distance of S83°46’45”E 80.00 feet; thence continue along said right-of-way limit N06°41’14”E 25.00 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 4940.00 feet, an arc length of 293.24 feet, and a chord bearing and distance of S81°36’44”E 293.20 feet; thence continue along said right-of-way limit S79°54’42”E 567.98 feet; thence southeasterly along said right-of-way limit along a curve to the right having a radius of 1940.00 feet, an arc length of 300.56 feet, and a chord bearing and distance of S75°28’24”E 300.25 feet; thence leaving said Sportsplex Road right-of-way S01°08’10”E 695.49 feet; thence S29°02’36”W 363.82 feet; thence S20°07’40”E 300.26 feet to the north right-of-way limit of West Point Parkway; thence along

said right-of-way limit S55°28’34”W 103.42 feet; thence continue along said right-of-way limit S34°59’51”E 9.76 feet; thence continue along said right-of-way limit S55°02’47”W 360.33 feet; thence southwesterly along said right-of-way limit along a curve to the right having a radius of 3234.00 feet, an arc length of 582.51 feet, and a chord bearing and distance of S61°32’22”W 581.72 feet; thence continue along said right-of-way limit S66°39’57”W 1815.47 feet; thence leaving said right-of-way limit N00°15’13”W 215.42 feet; thence S69°16’30”W 81.27 feet; thence S71°03’53”W 80.20 feet; thence S72°13’04”W 62.82 feet; thence S73°51’57”W 78.95 feet; thence S75°17’41”W 78.35 feet; thence S00°32’02”W 15.51 feet; thence S77°27’08”W 81.62 feet; thence S78°49’18”W 81.23 feet; thence S80°48’37”W 81.31 feet; thence S81°21’42”W 80.11 feet; thence S83°30’09”W 80.40 feet; thence S85°09’22”W 88.21 feet; thence S86°28’53”W 60.34 feet; thence S88°23’10”W 87.88 feet; thence N01°57’55”W 59.99 feet; thence S88°08’27”W 199.70 feet; thence N01°42’37”W 399.93 feet; thence S88°11’51”W 316.33 feet; thence S87°55’54”W 343.45 feet; thence S01°38’20”E 659.51 feet to the north right-of-way limit of West Point Parkway; thence along said right-of-way limit S88°03’50”W 78.02 feet; thence N76°02’11”W 235.15 feet; thence N66°03’10”W 88.33 feet; thence N01°16’21”W 1517.23 feet to the point of beginning.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of ____________________, 2018.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of ______________________, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 3049)

Amend City Code, Chapter 16, Add Article XVI, Truck Routes - 1St Reading.

ORDINANCE NO.__________

ORDINANCE TO AMEND CHAPTER 16 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA TO ADD A NEW ARTICLE XVI ENTITLED "TRUCK ROUTES"; ESTABLISHING TRUCK ROUTES WITHIN THE CITY LIMITS; PROHIBITING THE OPERATION UPON RESIDENTIAL STREETS OF CERTAIN TRUCKS CLASSIFIED BY LENGTH, WEIGHT, SIZE, NUMBER OF AXLES AND CARGO; SETTING FORTH LIMITED EXCEPTIONS; IMPOSING PENALTIES FOR VIOLATIONS; REQUIRING THE INSTALLATION OF ADVISORY SIGNAGE; REPEALING CURRENT SECTION 16-68; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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

Section 1. **Amendment.** That Chapter 16 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to add a new Article XVI entitled "TRUCK ROUTES" to read as follows:

ARTICLE XVI

TRUCK ROUTES

SEC. 16-450. FINDINGS.

The Council adopts the following findings of fact:

(a) The City's local and collector streets are not designed or constructed to sustain consistent traffic by large trucks and other heavy vehicles and are susceptible to damage from excessive use thereby.

(b) The City’s local and collector streets are typically narrow and their width is often further constrained by the presence of other on-street parking areas.

(c) The City’s local and collector streets typically contain relatively small corner and centerline radiuses impeding the turning ability of larger vehicles.

(d) The City’s arterial roadways are designed and constructed to higher road bearing standards than the City’s local and collector streets.

(e) Widespread operation of large trucks and other heavy vehicles upon the City’s residential streets will likely cause extensive damage to street surfaces and require costly, repeated repairs at the City’s expense and would jeopardize vehicular and pedestrian safety.

(f) Limiting truck routes established by this article will provide an adequate opportunity for truck circulation while simultaneously protecting local street.

(g) Limiting the vehicular transport of hazardous and/or radioactive materials to truck routes established by this article will help to ensure a more expedient and effective emergency response in the event of an accident or spill.

(h) The regulations contained in this article are a lawful and appropriate exercise of the City’s police power and will serve the public health, safety and welfare.

SEC. 16-451. DEFINITIONS.

The following words and phrases when used in this article, have the meanings respectively ascribed to them in this section:

(a) **"City"** means the City of Opelika, Alabama.

(b) **"Deviating truck"** means a truck which leaves and departs from a truck route while traveling inside the City.

(c) **"Person"** means any person, firm, partnership, association, corporation, company or organization of any kind.

(d) **"Semi-trailer"** means a vehicle designed for carrying persons or property used in conjunction with a motor vehicle and so constructed that some or part of its weight and that of its load rests upon or is carried by another vehicle.

(e) **"Trailer"** means a vehicle designed for carrying persons or property on its own structure and being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle.

(f) **"Truck"** means any motor truck, truck tractor, motor truck and trailer combination or truck tractor and semi-trailer combination (excluding buses and recreational vehicles) and used and maintained for the transportation of persons for hire, compensation or profit, or designed, used or maintained primarily for the transportation of property, which:

(1) exceeds twenty-six feet (26') in total length; or

(2) exceeds 11,000 pounds gross weight, including load; or

(3) has more than three axles; or

(4) transports hazardous or radioactive cargo.

(g) **"Truck route"** means a way over certain streets, as designated herein, over and along which trucks coming into, traveling in or going out of the City must operate.

(h) **"Truck tractor"** means a motor vehicle designed and used primarily for drawing another vehicle and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

(i) **"Vehicle"** means a device by which a person or property may be propelled, moved or drawn upon a highway. Trailers, semi-trailers and truck tractors are considered vehicles.

SEC. 16-452. TRUCK ROUTES: DESIGNATED

The following street and portions of streets are designated and established as truck routes:

(a) U.S. Highway 280 beginning at the northwestern City limits, to Exit 58 of Interstate 85, to Exit 62 of Interstate 85, then running parallel with U.S. Highway 431 south and extending east to the City limits,

(b) U.S. Highway 431 beginning at the northern City limits, crossing Interstate 85 at Exit 62, then running parallel with U.S. Highway 280 east, and extending east to the City limits,

(c) U.S. Highway 29 beginning at the City's eastern City limits, to Interstate 85 at Exit 64, then running parallel with Interstate 85 to the City's western City limits,

(d) Alabama Highway 51 from Interstate 85 at Exit 60, and running south to the City limits,

(e) Alabama Highway 169 branching off from Alabama Highway 51 and extending southeast to the City limits; and

(f) South on South Fox Run Parkway from the intersection of U.S. Highway 431 and Torbert Boulevard to McCoy Street, then to Geneva Street, then south to Interstate 85, at Exit 60,

(g) Northpark Drive from Anderson Road to its northern terminus,

(h) Interstate 85 beginning at the southwestern City limits and extending to the northeastern City limits,

(i) Veterans Parkway from the intersection of Pepperell Parkway to the intersection of Birmingham Highway (US 280),

(j) South Uniroyal Road from the intersection of Crawford Road (AL 169) to the intersection of Columbus Parkway (US 280),

(k) North Uniroyal Road from the intersection of Columbus Parkway (US 280) to the intersection of Westpoint Parkway (US 29),

(l) Pepperell Parkway from the western City limits to the intersection of Pleasant Drive, at which time the roadway becomes 2nd Avenue until the intersection of South Railroad Avenue, at which time the roadway becomes Samford Avenue until the intersection of Fox Run Avenue (US 431), at which time the roadway becomes Westpoint Parkway until the intersection of Interstate 85 at exit #64,

(m) Gateway Drive from the intersection of Interstate 85 to the intersection of Marvyn Parkway (AL 51),

(n) Old Columbus Road from the intersection of Marvyn Parkway (AL 51) to the intersection of South Uniroyal Road,

(o) Andrews Road from the intersection of Northpark Drive to the intersection of Interstate 85 at exit #66,

(p) Frederick Road from the western City limits to the intersection of Gateway Drive (US 280)

SEC. 16-453. OPERATION LIMITED TO DESIGNATED TRUCK ROUTES

Except as otherwise provided in this article, the operation of a truck shall occur only and within the designated truck routes established pursuant to this article.

SEC. 16-454. OPERATION PROHIBITED.

Except as otherwise provided in this article, it is unlawful to operate a truck outside of the confines of a designated truck route.

SEC. 16-455. EXCEPTIONS.

The prohibitions set forth in this article shall not apply to the following:

(a) The operation of any vehicle upon a street where directly and unavoidably necessary in order to access or depart from a Destination Point. When a Destination Point is not located immediately adjacent to a designated truck route, the vehicle operator shall access and/or depart from the Destination Point using the shortest and most direct City arterial route to and from the nearest designated truck route.

(b) The operation of emergency and law enforcement vehicles.

(c) The operation of any vehicle owned or operated by the City, a public utility or any contractor or materialmen while directly engaged in the maintenance, repair or construction of streets, street improvements or street utilities within the City.

(d) The operation of any vehicle within and pursuant to any established temporary detour route.

(e) The operation of any vehicle directly engaged in the disposal, collection or transport of waste, including, but not limited to residential garbage, recyclable material and/or debris, provided that this exception shall not apply to hazardous cargo or radioactive materials.

(f) The operation of passenger buses, including, but not limited to, mass transit vehicles and school buses.

(g) The operation of any vehicle coming from a truck route having ingress and egress by direct route to and from a restricted street when necessary for the purpose of providing a direct service requiring the utilization of such vehicle or making pick up and deliveries of goods, wares and merchandise from or to any building or structure located on the restricted street, or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure used upon a restricted street for which a building permit has been previously obtained.

(h) The operation of any vehicle transporting farm or ranch supplies, produce or animals to and from ranches or farms situated along a restricted street to be used by such vehicle.

(i) The operation of any vehicle for the purpose of transporting a trailer used for recreational or non-commercial purposes and/or both to and from locations from a restricted street to be used by such vehicle.

(j) The operation of any vehicle by a governmental agency when such vehicle is required in providing an essential government service.

SEC. 16-456. TRUCK TRAFFIC IN THE CITY.

(a) Outside Origin.

(1) One inside destination point. All trucks entering the City for a destination point within the City shall proceed only over an established truck route and shall deviate only at the intersection with the street, upon which such traffic is permitted, nearest to the destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest permissible route.

(2) Multiple inside destination points. All trucks entering the City for multiple destination points shall proceed only over established truck routes and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the first destination point. Upon leaving the first destination point, a deviating truck shall proceed to other destination points by the shortest direction and only over streets upon which such traffic is permitted. Upon leaving the last destination point, a deviating truck shall return to the truck route by the shortest permissible route.

(b) Inside Origin.

(1) Outside destination points. All trucks on a trip originating in the City and traveling in the City for a destination point outside the City shall proceed by the shortest direction over streets on which such traffic is permitted to a truck route as herein established.

(2) Inside destination points. All trucks on a trip originating in the City and traveling in the City for destination points in the City shall proceed only over truck routes or streets upon which such traffic is permitted intersecting with truck routes nearest the destination point.

SEC. 16-457. SIGNAGE.

The Mayor is hereby authorized and directed to ensure that appropriate signage is posted and maintained advising the public of the regulations imposed by this article.

SEC. 16-458. DETOURS.

The Engineering Department shall have the authority to designate additional temporary truck routes for the purpose of directing and controlling traffic along necessary detours or between designated truck routes and construction projects or other areas where commercial vehicles are required to be employed over extended periods of time. Such temporary routes, when so designated, shall be posted with appropriate signs as temporary truck routes, and the use of such routes shall be subject to the same conditions as set forth in this article for permanent truck routes.

SEC. 16-459. PENALTY FOR VIOLATION OF ARTICLE.

(A) Any person violating any provisions of this article or any rule or regulation made pursuant to this article shall be punished as follows:

(1) For a first conviction by a fine of not less than $100.00

(2) For a second conviction by a fine in the amount of $200.00

(3) For a third or subsequent conviction by a fine of $500.00 and imprisonment for not more than thirty (30) days.

Section 2. **REPEALER.** Section 16-68 of the *Code of Ordinances* is hereby repealed..

Section 3. **SEVERABILITY.** If any section, clause, sentence or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause, sentence or phrase of this Ordinance.

Section 4. **EFFECTIVE DATE.** This Ordinance and the article hereby adopted shall take effect and be enforced immediately upon its adoption, approval and publication as required by law.

Section 5. **PUBLICATION.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published 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

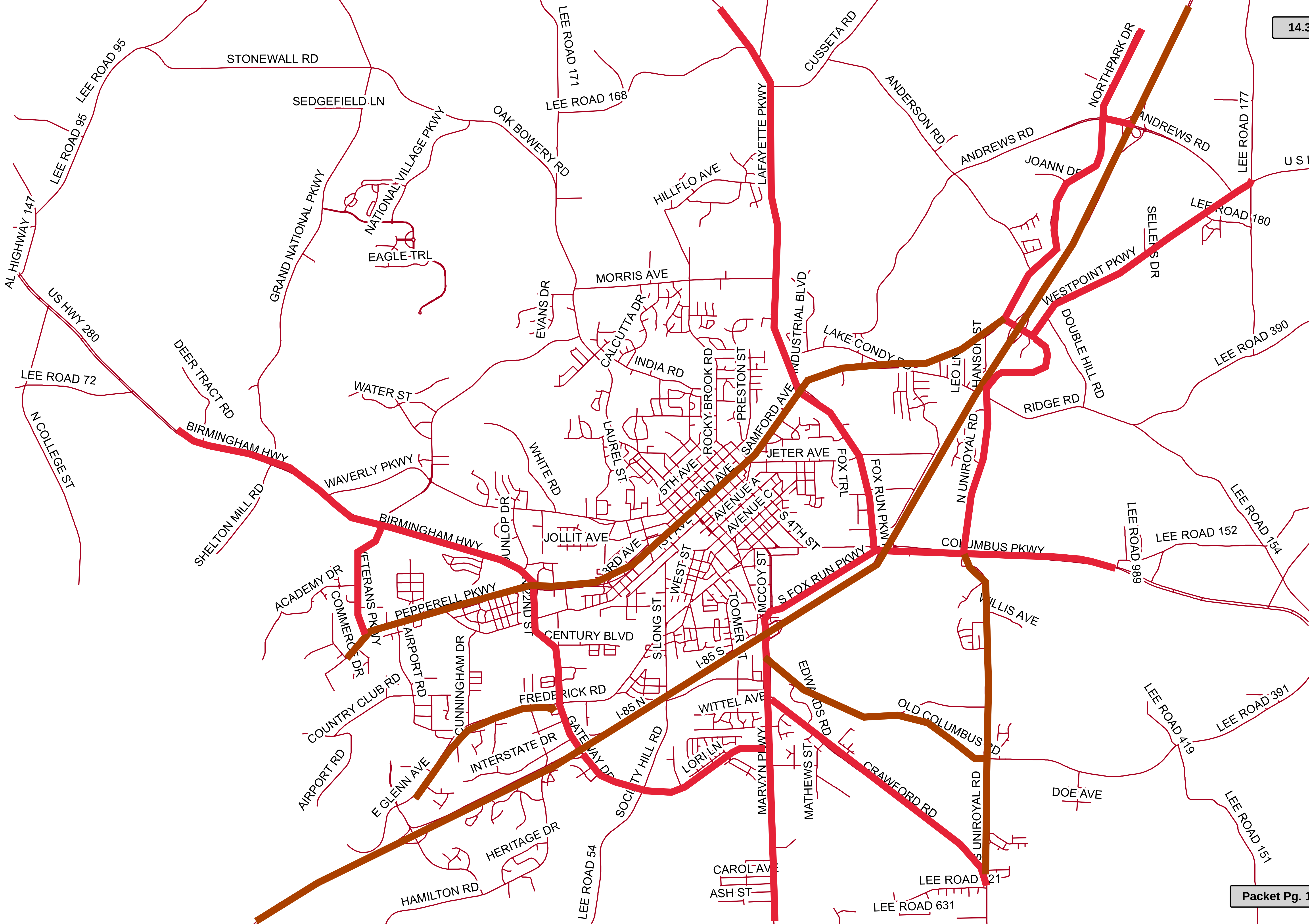
APPROVED this the _____day of ____________________, 2018.

____

MAYOR

ATTEST:

CITY CLERK



Attachment: truck route Map (3049 : Amend Chapter 16 of the Code of Ordinances - Truck Routes - 1St Reading)

ORDINANCE NO. (ID # 3037)

Amend City Code, Section 19-1, Offenses Under State Law; Penalties - 1St Reading.

ORDINANCE NO.__________

AN ORDINANCE TO AMEND SECTION 19-1 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA; OFFENSES UNDER STATE LAW; PENALTIES

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

Section 1. **Amendment.** That Section 19-1 of the *Code of Ordinances* of the City of Opelika is hereby amended to read as follows:

Sec. 19-1. Offenses Under State Law; Penalties.

(a) Any person or corporation committing an offense within the corporate limits of the City of Opelika, Alabama, or within the police jurisdiction thereof, which is declared by a law or laws of the State of Alabama now existing or hereinafter enacted to be a misdemeanor, shall be guilty of an offense against the City of Opelika, Alabama.

(b) Any person or corporation committing an offense within the corporate limits of the City of Opelika, Alabama, or within the police jurisdiction thereof, which is declared by a law or laws of the State of Alabama now existing or hereinafter enacted be a violation, shall be guilty of an offense against the City of Opelika, Alabama.

(c) Any person or corporation committing within the corporate limits of the City of Opelika, Alabama, or within the police jurisdiction thereof, an offense as defined by §13A-1-2 of the Alabama Criminal Code, which offense is not declared by a law or laws of the State of Alabama now existing or hereinafter enacted to be a misdemeanor, felony or violation, shall be guilty of an offense against the City of Opelika, Alabama

(d) Any person found to be in violation of paragraphs (a), (b) or (c) of this section shall, upon conviction, be punished a fine of not more than $500.00 except where otherwise provided by state law for the violation of municipal offenses, and/or may be imprisoned or sentenced to hard labor for the City of Opelika, Alabama, for a period not exceeding six (6) months, at the discretion of the court trying the case. Any corporation found to be in violation of paragraphs (a), (b) or (c) of this section shall, upon conviction, be punished a fine of not more than $500.00 except where otherwise provided by state law for the violation of municipal offenses at the discretion of the court trying the case.

(e) Any person found to be in violation of paragraphs (a), (b) or (c) of this section where the offense is a misdemeanor listed in subsection (d) of §11-45-9 of the *Code of Alabama*, shall be punished by a fine of not more than $1,000.00, except where otherwise provided by state law for the violation of municipal offenses, and/or may be imprisoned or sentenced to hard labor for the City of Opelika, Alabama, for a period not exceeding six (6) months, at the discretion of the court trying the case. Any corporation found to be in violation of paragraphs (a), (b) or (c) of this section shall, where the offense is a misdemeanor listed in subsection (d) of §11-45-9 of the *Code of Alabama*, upon conviction be punished by a fine of not more than $1,000.00, except where otherwise provided by state law for the violation of municipal offenses, at the discretion of the court trying the case.

(f) Any person found in violation of this section for the commission of an offense that would also constitute an offense as defined in §32-5A-191, *Code of Alabama*, 1975 as amended, shall, upon conviction, be punished by a fine of not more than $10,100.00 and/or may be imprisoned or sentenced to hard labor for the City of Opelika, Alabama for a period not exceeding one (1) year.

Section 2. **Repealer Clause.** Any ordinance heretofore adopted by the City Council of the City of Opelika, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 3. **Severability.** If any part, section or subdivision of this Ordinance shall be held to be invalid or unconstitutional for any reason, said holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. **Effective Date.** This Ordinance and the section hereby adopted shall take effect and be enforced immediately upon its adoption, approval and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper of general circulation in the City of Opelika, 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 this the _____day of _____________________, 2018.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2018.

____

MAYOR

ATTEST:

____

CITY CLERK

3486

Email

Gary Fuller

Cc: Barbara Arrington
Joel Motley
Ben Hand
Kenny Wilkes
Guy Gunter

Subject: Section 19-1 of the Code of Ordinances of the City of Opelika

Mayor Fuller,

Section 19-1 of the City Code makes the violation of state misdemeanor statutes within the jurisdiction of the City an offense against the municipality. To enforce obedience, a municipality has authority to provide penalties by fine not exceeding $500.00 for most offenses and by imprisonment or hard labor not exceeding six months or both.

However, there are several exceptions to this authority provided by state law in ?11-45-9(d), Code of Alabama. Notwithstanding any other provision of law, the maximum fine for every person either convicted for violating any of the following misdemeanor offenses adopted as a municipal ordinance violation or adjudicated as a youthful offender shall be $1,000.00: Criminal mischief in the second and third degree; theft of property in the fourth degree; theft of services in the fourth degree; receiving stolen property in the fourth degree; tampering with the availability of gas, electricity or water; possession of traffic sign; notification, destruction, defacement, etc. of traffic sign or traffic control device; defacement of public building or property; offense against intellectual property; theft by fraudulent leasing or rental; charitable fraud in the third degree; and illegal possession of food stamps.

In the enforcement of DUI laws, the municipal court may set a fine not to exceed $10,100.00 and a sentence of imprisonment not to exceed one year.

Section 19-1 of the City Code should be amended to reflect the enhanced penalties set out above. For example, in the 2018 Legislative session, the maximum fine for a third offense DUI was increased from $5,000.00 to $10,100.00. Attached hereto is a proposed ordinance to amend Section 19-1 to reflect current maximum penalties authorized by state law. The proposed ordinance updates Section 19-1 as necessary to reflect changes to state law. I would like to submit the proposed ordinance to the City Council at its next meeting on September 18. Please let me know if you have any objections to me entering the proposed ordinance into the MinuteTraq Program.

Guy Gunter

Shuman, Robert

From: Fuller, Gary
Sent: Wednesday, September 12, 2018 11:15 AM
To: Jones, Jill P
Cc: Arrington, Barbara; Motley, Joey; Ben Hand; Kenny Wilkes; Gunter, Guy
Subject: RE: Section 19-1 of the Code of Ordinances of the City of Opelika

Guy,

I have no objection to this proposed ordinance. In fact, I'm glad to see it!

Thanks,

Gary

Gary Fuller
Mayor
City of Opelika
(334)705-5150
gfuller@opelika-al.gov
www.opelika.org

From: Jones, Jill P
Sent: Wednesday, September 12, 2018 8:24 AM
To: Fuller, Gary <GFuller@opelika-al.gov>
Cc: Arrington, Barbara <barrington@opelika-al.gov>; Motley, Joey <jmotley@opelika-al.gov>; Ben Hand <Ben@handlawfirm.com>; Kenny Wilkes <hkwilkes1@charter.net>; Gunter, Guy <ggunter@opelika-al.gov>
Subject: Section 19-1 of the Code of Ordinances of the City of Opelika

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Guy Gunter

Jill P Jones
Administrative Assistant
City Attorney's Office
City of Opelika, Alabama
608 Avenue A
Opelika, AL 36801

(334) 705-2075 (Office)
(334) 705-5155 (FAX)

jjones@opelika-al.gov
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