



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

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Mr. Haygood provided the invocation.

1. Mr. Wesley Haygood from the Pioneer Network.

4. Pledge of Allegiance

City Councilman Dozier Smith T lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 11-06-18 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller thanked Leigh Krehling and her team for the best ever Veterans Day celebration last Saturday in Courthouse Square.

Mayor Fuller presented a proclamation to Pam Powers-Smith, President of the Chamber of Commerce, recognizing small business Saturday on November 20, 2018.

Mayor Fuller also congratulated Leigh Krehling and her team for all the Christmas lighting and decorations in downtown. Opelika has never looked as good as it does right now.

1. October 2018 Monthly Building Report

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the October 2018 Building Permit report.

8. Citizen Communications

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

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by St. Mary Catholic Church for walk and use of parking lot at Floral Park.

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

2. Kabuki Japanese Steak House & Sushi Bar Request Alcohol Beverage 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 for Demolition - 9 Avenue B
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing for Demolition - 112 N. 18Th Place
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition.
Janet Watson spoke on behalf of the property owner who speaks Spanish. They purchase the property in May 2018 along with the lot next to it. They want to put the two lots together and working on getting a survey.
Jeff Kappelman said they are making progress on renovating the building and recommended the resolution be Tabled.

President Smith closed the public hearing.

5. Public Hearing for Demolition - 206 Byrd Avenue
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing for Demolition - 1003 Alton Court
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing for Demolition - 1408 Monroe Avenue
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing for Demolition - 1805 1St Avenue
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

9. Request from Main Street - annual Christmas in a Railroad Town.

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

12. Awarding of Bids

1. Bids 300-18 Three (3) 2019 SUVS Equal to Chevy Tahoe - PD

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

13. Resolutions

1. Resolution 301-18 Expense reports from various departments.

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

2. Resolution 302-18 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 303-18 Resolution for Demolition - 9 Avenue B

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

4. Resolution Resolution for Demolition, 112 N. 18Th Place - TABLED

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

5. Resolution 304-18 Resolution for Demolition - 206 Byrd Avenue

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

6. Resolution 305-18 Resolution for Demolition - 1003 Alton Court

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

7. Resolution 306-18 Resolution for Demolition - 1408 Monroe Avenue

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

8. Resolution 307-18 Resolution for Demolition - 1805 1St Avenue

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 308-18 Designate Troy Bank & Trust as a City depository.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 309-18 Annual appropriation contract with American Red Cross.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 310-18 Annual appropriation contract, Arts Association of East Alabama.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 311-18 Memo of Understanding with CoachSafely Foundation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 312-18 Sportsplex Road Final Change Order
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 313-18 Subdivision Infrastructure Acceptance
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 314-18 ALDOT Agreemeent for HSIP Project
Ms. Jones asked for the word "South" be added so it states South 4th, 6th and 7th Street.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 315-18 ALDOT Agreement for MPO Project

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

17. Resolution 316-18 Special appropriation, J.W. Darden - annual black tie gala.

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

14. Ordinances

1. Ordinance 025-18-ORD Amend Zoning Ord & Map, 2012 Frederick Road, R-5 to C-2, GC-P - 2nd Reading.

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

2. Ordinance 026-18-ORD Request Annexation, 19.9 Acres, 4100 Block Andrews Road, Robin Sanders - 2nd Reading.

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

3. Ordinance 027-18-ORD Change the January 1, 2019 council meeting date - 2nd Reading.

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

15. Appointments

16. Adjourn

The City Council meeting minutes of November 20, 2018 are hereby adopted and approved this the 4th day of December, 2018.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion tp adjourn.

The council meeting ended at 7:33 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

ADOPTED

CM MINUTES (ID # 3173)

Meeting: 11/20/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 3173

Minutes from the 11-06-18 city council meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

November 6, 2018

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

The retired Minister Leo Douglass provided the invocation.

1. Retired Minister Leo Douglass from the Ferguson Chapel CME.

4. Pledge of Allegiance

Paige and Blakely were not able to attend the council meeting. President Smith asked Nelson Marsh to lead the Pledge.

1. Paige Henry and Blakely Parrish from the Morris Avenue Intermediate School.

5. Reading of Minutes

1. Minutes from the 10-16-18 City council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded the city council members they had been emailed the Code Case violation report for the last 30 days. Mayor Fuller also thanked Lillie Finley and her staff for the great job they are doing.

Mayor Fuller advised every present, the Veteran Day celebration would be on Saturday, November 10th at Court House Square starting at 10am.

1. Recognize the March of Dimes - World Awareness Day on November 17th.

Mayor Fuller asked that this item be canceled.

2. Proclamation for the Victorian Front Porch Tour - 25 Years.

Mayor Fuller presented a proclamation recognizing the 25th year for the Victorian Front Porch Tour.

3. Employee performance awards.

Mayor Fuller presented employee service awards to three OPS employees for their outstanding job performance.

4. Recognize the 2018 Fire Fighter of the Year.

Mayor Fuller and Fire Chief Byron Prather recognized the three firefighters that were nominated for the 2018 Firefighter of the Year award. The Exchange Club selected the winner who was Captain David Davis.

8. Citizen Communications

(Limit comments to five minutes or less)

Nelson Marsh stated he is politically active and likes to ask questions. I question the sale of OPS1 because I don't think the citizens have been properly informed about the details. The citizens voted years ago for the City to go into the Telecom business but, now the City seems to be moving very fast to sell OPS1. If it is reasonable to sell, why did the City not get an appraisal or take public bids? The reasonable thing to do would be to Table the sale of OPS1 to allow the public time to review the deal. Thank you.

Mattie Clark thanked the Mayor for cutting down the bushes near her property but, the trailers still need to be taken down and removed. Thanks for your help.

Kelly Curenton read a prepared statement which will be attached to the Minutes of this council meeting.

Joyce Newland stated she agrees with the comments made by the previous speakers. Who is on the Board of Point Broadband? What prevents this new company from selling it after the deal is closed? I enjoyed local ownership. It appears the City has not been level about the cost and borrowing from another department. The City is giving away valuable property. The building is nice and should not be sold. Appreciate the time, thank you.

A young man named Garrison spoke and did not sign the Citizen Communication sheet so don't have his last name. He stated my wife and I met in Auburn but, moved to Opelika and love it. We have great internet service and speed. Opelika knew what they were doing when they got into the cable TV, Telecom business. When I heard they were selling OPS1, I was surprised. Maybe I could be wrong but, \$14 million seems like a little for something so valuable. I am just a software engineer but, those are my thoughts. Thank you.

Michael Lunceford stated he is a small business owner. I have never seen a subject that the public feels so concerned about and the sale of OPS1 should be held back. I haven't had time to digest all the information but, something seems to stink. I don't think anything underhanded is being done but, many citizens do not understand and are concerned. The City needs more time to make it work. It may take more taxes to pay off the debt. This is all new to me but, wanted to make you aware of how many of the citizens feel. Thank you.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Annual request by LRCOG for Mardi Gras Walk/Run on Sat. Feb. 9th, 2019.

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

2. Request for the 2018 Victorian Front Porch Tour, Dec. 5-9.

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

3. Public Hearing, Franchise agreement with Point Broadband.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said Franchise agreement. Joyce Newland said "ditto" to her comments made during citizen communications. President Smith asked Guy Gunter, City Attorney to summarize the franchise agreement and answer the questions asked about the sale of OPS1. Mr. Gunter stated the franchise agreement is almost identical to the other franchise agreements approved by the city council. Mr. Gunter stated that \$14,175,000 is the purchase price of OPS1 and the deal will be closed on Thursday. Point Broad will also pay to the City 3.5% of gross revenue starting with the 25th month. The City retains the interest in the fiber network to operate the City's smartgrid. The City did obtain an appraisal and it came in at \$12 million. The City is not required to bid the sale of city assets. There are not many companies interested in buying OPS1. Point Broadband was the best deal. The City Administration believes Point Broadband is best suited to compete in the industry. Point Broadband is in a better position to acquire the content for cable TV. If the sale of OPS1 is put on hold the current offer may not be on the table. The City building where OPS is operating is not being sold. The City will lease a portion of the building to Point Broadband. The \$13.5 million debt to Regions Bank will be paid after closing. \$28 million in Electric System warrants was borrowed and the bond holders will not lose one penny. The employees being transferred to Point Broadband will move to a 401K retirement system and will no longer be able to participate in the State Retirement system. The employees can leave their funds in the retirement system if they want to. If the employee is vested in the State retirement system, they will not lose their retirement benefit. The employees being transferred can apply for open city positions for one year. President Smith closed the public hearing.

4. Public Hearing, Amend Zoning Ord & Map: 2012 Frederick Road, R-5 to C-2, GC-P. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment to the zoning ordinance. No one gave forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 282-18 Parks and Recreation Mgmt Software-IT

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

13. Resolutions

1. Resolution 283-18 Expense reports from various departments.

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

2. Resolution 284-18 Designate City Personal Property Surplus and Authorize Disposal

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Resolution 285-18 Purchase-Holmatro Tools-Sole Source-FD
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 286-18 Purchase-One (1) 2018 Dodge Pro Master Van-State Contract #T191-IT
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 287-18 Purchase-One (1) 2019 Ford Explorer-State Contract #T191-P&R
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 288-18 Purchase-One (1) Ford F450 Crew Cab & Chassis-State Contract #193A-PW
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 289-18 Purchase-DocuSign Enterprise Pro Ed Software-Nat IPA Contr #R150402-PD
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 290-18 Street Name Assignment for Sportsplex Parkway
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 291-18 KOAM Abatement Extension
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 292-18 Re-approving the asset purchase agreement with Point Broadband.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

11. Resolution 293-18 Consent-Assignment, asset purchase agreement from Point Broadband, LLC to Point Broadband of Opelika, LLC.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

12. Resolution 294-18 Annual appropriation contract, Ala. Council Human Relations.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

13. Resolution 295-18 Annual appropriation contract, Museum of East Alabama.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

14. Resolution 296-18 Annual appropriation contract, EASE.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

15. Resolution 297-18 Approving Special Appropriation Spay and Neuter

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

16. Resolution 298-18 Special appropriation to the Food Bank of East Alabama.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

17. Resolution 299-18 NRC Tree Management Agreement

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

14. Ordinances

1. Ordinance 023-18-ORD Grant a Franchise for Cable Television to Point Broadband - 2nd Reading.

Mr. Canon made a motion to amend Section 46 inserting the 7th day of November, 2018. Ms. Jones seconded the motion. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Ordinance 024-18-ORD Re-approving headend lease agreement with Point Broadband - 1st Reading.

Mr. Canon introduced this ordinance. Then Ms. Jones made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

3. Ordinance Amend Zoning Ord & Map, 2012 Frederick Road, R-5 to C-2, GC-P - 1st Reading.

Mr. Smith T introduced this ordinance.

RESULT: FIRST READING INTRODUCED

4. Ordinance Change the January 1, 2019 council meeting date - 1st Reading.

Ms. Jones introduced this ordinance.

RESULT: FIRST READING INTRODUCED

5. Ordinance Request Annexation, 19.9 Acres, 4100 Block Andrews Road, Robin Sanders - 1st Reading.

Mr. Canon introduced this ordinance.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Appoint Sherri Reese to the LRCOG / MPO-CAC. Term ends 11-05-20.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

16. Adjourn

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

/s/

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

The council meeting ended at 8:16 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

COUNCIL 11-6-2018

WHENEVER I HEAR A POLITICIAN DESCRIBE A FINANCIAL DISASTER AS A WIN WIN I NEVER BELIEVE IT.

IN MY OPINION THE BUYER IS GETTING MATERIALS THAT COST ABOUT \$30 MILLION, AT LEAST HALF OF WHICH IS BEING PAID FOR BY ELECTRIC CUSTOMERS FOR ABOUT \$14 MILLION..

THE DOCUMENTS I HOLD ARE PROOF OF EVERY STATEMENT I AM ABOUT TO MAKE.

THE ELECTRIC SYSTEM DIDN'T WIN, IT HAS BEEN FINANCIALLY RAPED. THE CABLE SYSTEM OWES IT OVER 7 MILLION WITH NO WAY TO PAY ALTHOUGH THE LAW SAYS CABLE EXPENSE MUST BE PAID BY CABLE REVENUES. ELECTRIC CUSTOMERS ARE PAYING FOR ELECTRIC WARRANTS WHICH APPARENTLY PURCHASED CABLE MATERIAL SUCH AS FIBER OPTIC CABLE AND GCOM. THIS HAS THE POTENTIAL OF BEING FOUND ILLEGAL, IN MY OPINION.

OPS PERSONNEL DIDN'T WIN. 12 PERSONNEL ARE BEING GIVEN TO A PRIVATE COMPANY WHERE THEY WILL LOSE STATE RETIREMENT AND OTHER BENEFITS. AS YOU MAY OR MAY NOT KNOW THE CABLE SYSTEM ONLY HAD 10 EMPLOYEES BUT 12 WERE GIVEN AWAY.

A RECENT STATEMENT TO THE MEDIA SAID 3 ½ % OF REVENUES FOR TEN YEARS WOULD PAY THE ELECTRIC SYSTEM FOR ITS 7.5 MILLION DOLLAR LOAN. PURE BALONEY. IT WOULD TAKE 214 MILLION IN REVENUES FOR TEN YEARS OR OVER 21.4 MILLION PER YEAR TO DO THIS. THE CURRENT BUDGET SHOWS REVENUES OF ONLY 5.3 MILLION. IS THE PURCHASER GOING TO RAISE THE RATES BY 400%?

THE PEOPLE OF OPELIKA DIDN'T WIN. TO ENTICE THEM TO VOTE FOR THE CABLE SYSTEM THEY WERE TOLD CABLE FEES WOULD PAY FOR THE 32-34 MILLION COST OF THE SYSTEM. INSTEAD, OPELIKA BORROWED ONLY 13.5 MILLION AND FEES WEREN'T ENOUGH TO PAY THE DEBT. OPELIKA ISSUED 28.3 MILLION IN ELECTRIC WARRANTS TO PURCHASE MOSTLY CABLE MATERIALS INCLUDING THE FIBER AND GCOM NOW BEING GIVEN TO THE PURCHASER AND THE BUILDINGS ARE BEING LEASED AS CABLE FACILITIES. ALL THESE WERE DESCRIBED TO MOODY'S AS ELECTRIC SYSTEM IMPROVEMENTS. **IN ORDINANCE 022-18, OPELIKA FOR THE FIRST TIME ADMITS THE ELECTRIC WARRANTS PURCHASED PARTS OF THE CABLE SYSTEM AFTER TELLING MOODY'S THEY WERE FOR ELECTRIC SYSTEM IMPROVEMENTS EIGHT YEARS AGO TO GET THE WARRANTS RATED.**

ELECTRIC CUSTOMERS LOST BECAUSE THEIR RATES WERE INCREASED BY OVER 2 MILLION PER YEAR TO PAY FOR THE WARRANTS ALTHOUGH THEY PURCHASED CABLE AND GCOM WHICH ARE NOW SHOWN BEING SOLD TO THE CABLE PURCHASER. WARRANT-OWNER'S LOST WHEN THE WARRANTS WERE DOWNGRADED.

OPELIKA CLAIMS ITS BOOKS ARE KEPT BY GAAP. YET LAST YEAR MILLIONS IN CABLE COSTS WERE FOUND IN THE ELECTRIC BOOKS. NOW WE SEE THE ELECTRIC MATERIALS BEING SOLD AS CABLE MATERIALS AND ELECTRIC BUILDINGS BEING LEASED AS CABLE BUILDINGS AS THEY WERE USED. ACCOUNTING DATA SHOWS NO VEHICLES PURCHASED BY THE CABLE SYSTEM BY 8 ARE BEING GIVEN TO THE BUYER AS CABLE MATERIALS. THIS PROVES THAT GAAP IS IGNORED.

OPELIKA SAYS THERE IS NO LEGAL INQUIRIES INTO ITS FINANCING YET MSRP HAS ASKED THE SEC TO INVESTIGATE AND CIRCUIT JUDGE HUGHES HAS REFERRED THE MATTER OF WHETHER THE COURT WAS

MISLED IN APPROVING THE REGIONS LOAN TO THE DISTRICT ATTORNEY. THE DOCUMENT APPROVED BY THE COURT SAID ADDITIONAL CABLE SYSTEM FUNDS WOULD BE ISSUED BUT OPELIKA ISSUED ELECTRIC WARRANTS FOR CABLE MATERIALS. NOKIA SAID THEY HELPED OPELIKA DEVISE A SYSTEM WHERE ELECTRIC CUSTOMERS WOULD PAY CABLE COSTS. I AM ADVISED ANOTHER AGENCY IS REVIEWING THE MATTER.

FROM THE VERY START THIS ENTIRE VENTURE HAS BEEN BASED ON MATERIAL MISREPRESENTATIONS AND MISSTATEMENTS. WE WERE TOLD IN THIS VERY ROOM THE CABLE FINANCING WOULD BE "PRESENTED TO MOODYS AND STANDARD AND POORS TO PROVE THEIR PLAN WAS A GOOD ONE". NOT A SINGLE DOLLAR OF CABLE FINANCING WAS PRESENTED TO THE RATING AGENCIES EXCEPT THE CABLE FINANCING DISGUISED AS ELECTRIC WARRANTS.

THIS SALE SHOULD BE POSTPONED UNTIL THE DISTRICT ATTORNEY, THE EXAMINERS OF PUBLIC ACCOUNTS AND THE ATTORNEY GENERAL'S UTILITY SECTION COULD CLEAR UP THE OBVIOUS LEGAL AND ACCOUNTING PROBLEMS. PEOPLE FOUND RESPONSIBLE FOR THIS FIASCO SHOULD RESIGN OR BE REMOVED FROM THEIR POSITIONS. IF NOTHING IS DONE, ELECTRIC CUSTOMERS WILL PAY FOR THIS DEBACLE UNTIL 2036 AND WILL PAY NEARLY 50 MILLION DOLLARS IN ADDITION TO NEARLY 6 MILLION ALREADY PAID. HERE AGAIN, BY LAW, THE MATERIALS PURCHASED FOR THE CABLE SYSTEM SHOULD BE PAID FOR BY CABLE REVENUES WHICH WILL EVAPORATE IF THE SALE OCCURS.

OPELIKA HAS, IN 8 YEARS, BLUNDERED INTO A FINANCIAL MESS THAT WILL TAKE DECADES TO RESOLVE. THE PEOPLE RESPONSIBLE SHOULD BE HELD ACCOUNTABLE. YOU HAVE WOVEN A VERY TANGLED WEB TRYING TO BE THE SMARTEST CITY IN THE WORLD.

AT THE VERY LEAST THE CITY SHOULD RECALCULATE ELECTRIC RATES WITH CORRECTS COST DATA AND THE ELIMINATION OF THE WARRANT COSTS ATTRIBUTABLE TO CABLE. SOME OR ALL OF YOU SHOULD APOLOGIZE TO OPELIKA CITIZENS. YOU HAVE REMAINED SILENT WHILE THE FINANCIAL CANCER SPREAD.

¹ CABLE/ENGINEERING \$10.4 MILLION, GPON \$3,700,000, VEHICLES \$1.5MILLION, TRAINED PERSONNEL \$400,000, SYSTEM PRODUCING \$5.5 MILLION WITHOUT FURTHER INVESTMENT BY BUYER, MATERIALS PURCHASED BY REGIONS LOAN \$14.5 MILLION

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 3179)

DOC ID: 3179

October 2018 Monthly Building Report

COMMENTS - Current Meeting:

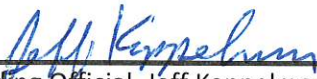
Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the October 2018 Building Permit report.

City of Opelika Building Inspections Department

October 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
10/2/2018	1307 CRAWFORD RD	BIG SHOT ROOFING	Roofs	\$ 2,985.00
10/2/2018	1285 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	\$ 448,636.00
10/2/2018	901 OAK BOWERY RD	Justin Daughtry	Alteration	\$ 6,200.00
10/2/2018	1502 GWEN MILL DR	BIG SHOT ROOFING	Roofs	\$ 4,500.00
10/3/2018	108 N 9TH ST	DAVID TAYLOR CONTRACTOR	Alteration	\$ 15,000.00
10/3/2018	3102 OLD OPELIKA RD	Glenn Terrell	Single Family Demolition	NA
10/3/2018	1505 HARPER PL	ACTION BUILDINGS	Accessory Buildings	\$ 2,300.00
10/3/2018	2330 BIRMINGHAM HWY TEMP	KNIGHT SIGN INDUSTRIES	Signs	\$ 80,000.00
10/4/2018	1996 ROCKY BROOK RD	STONE MARTIN BUILDERS	New Single Family Detached	\$ 301,646.00
10/8/2018	703 BLACKBERRY CV	MOORES CONSTRUCTION	New Single Family Detached	\$ 540,000.00
10/8/2018	502 CAMELOT WAY	GTR CONTRACTORS LLC	Alteration	\$ 9,588.00
10/10/2018	301 N 8TH ST A	PYTHOGE LLC	Alteration	\$ 50,000.00
10/11/2018	1503 ALBERT CT	Bishop Moss	Accessory Buildings	\$ 1,000.00
10/12/2018	508 LANKFORD ST	Rodney Vickers	Accessory Buildings	\$ 2,340.00
10/15/2018	1565 5TH AVE	LETLOW CO LLC, THE (OCC TAX)	New	\$ 739,000.00
10/15/2018	1451 ANDREWS RD	J A LETT CONSTRUCTION CO	Alteration	\$ 33,000.00
10/15/2018	3301 PEPPERELL PKWY SIGN	LAMAR ADVERTISING OF MONTGOMER	Signs	\$ 10,500.00
10/17/2018	403 GUINEVERE CT	Eric Rudd	New Single Family Detached	\$ 206,171.00
10/17/2018	715 DINGO DR	Builders Professional Group	New Single Family Detached	\$ 242,226.00
10/18/2018	2611 PEPPERELL PKWY	Clint Roger	Roofs	\$ 1,800.00
10/18/2018	3051 FREDERICK RD 12	KEVIN SIMS	Signs	\$ 1,200.00
10/18/2018	508 LANKFORD ST	Rodney Vickers	Driveway	\$ 5,200.00
10/19/2018	1313 ELM ST	GOLD HILL CONSTRUCTION	Alteration	\$ 8,750.00
10/22/2018	3055 SOCIETY HILL RD 5	Ronald Kennon	New	\$ 75,000.00
10/22/2018	1907 EVANS DR	BACKYARD EXPERIENCE, THE	Swimming Pool	\$ 54,000.00
10/22/2018	1102 CEDAR CREEK DR	COLUMBUS FOUR SEASONS SUNROOMS	Alteration	\$ 18,285.00

10/22/2018	700 SKI SPRAY PT	PRECISION POOLS CONSTRUCTION	Swimming Pool	\$ 35,000.00
10/22/2018	3055 SOCIETY HILL RD 6	Ronald Kennon	Foundation	\$ 105,000.00
10/23/2018	1701 LAKE CONDY RD 2	ALABAMA ROOFING & SHEET METAL CO INC	Roofs	\$ 349,700.00
10/23/2018	507 1ST AVE	Gary Tucker	Accessory Buildings	\$ 4,000.00
10/23/2018	700 JETER AVE	ALABAMA ROOFING & SHEET METAL CO INC	Roofs	\$ 266,000.00
10/23/2018	3444 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New	\$ 35,000.00
10/24/2018	2620 CORPORATE PARK DR	BC CONSTRUCTION & DEVELOPMENT	New	\$ 500,000.00
10/24/2018	685 HIGH FIELDS CT	HERRING ENTERPRISES LLC	Swimming Pool	\$ 50,000.00
10/25/2018	208 S 8TH ST	RIVER SIGNS LLC	Signs	\$ 10,000.00
10/25/2018	1051 S FOX RUN PKWY 103	Mike Thrower	Alteration	\$ 20,000.00
10/25/2018	900 2ND AVE 4	PRESTIGE ALARM & SPECIALTY PRO	Fire Alarm	\$ 11,447.33
10/25/2018	500 N RAILROAD AVE	GAMBLE WINTER CONSTRUCTION LLC	Alteration	\$ 282,617.00
10/26/2018	1101 FITZPATRICK AVE	James Hurst	Accessory Buildings	\$ 10,000.00
10/26/2018	1801 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 313,755.00
10/26/2018	2097 ANDREWS RD	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 281,832.00
10/26/2018	2709 BENT TREE LN	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 269,174.00
10/29/2018	2102 HENDERSON DR	SEARS HOME IMPROVEMENT PRODUCT	Alteration	\$ 1,971.00
10/29/2018	803 AVENUE D	COLVIN EVANS CONSTRUCTION	New Single Family Detached	\$ 226,973.00
10/29/2018	1901 JOLLIT AVE	HOME DEPOT #816, THE	Alteration	\$ 1,558.00
10/29/2018	406 TOOMER CIR	GOLD HILL CONSTRUCTION	Alteration	\$ 4,250.00
10/29/2018	2302 3RD AVE	HOLLAND HOMES LLC	Alteration	\$ 46,000.00
10/29/2018	125 JETER AVE	Jeremy Gray	Single Family Demolition	NA
10/31/2018	700 COLUMBUS PKWY	FIRE TECH LLC	Alteration	\$ 10,000.00
10/31/2018	614 2ND AVE	R L CORLEY CONSTRUCTION	Alteration	\$ 38,500.00
10/31/2018	700 COLUMBUS PKWY	SOUTHERN SIGNCRAFTER INC	Signs	\$ 7,960.00
				\$ 5,740,064.33


 Chief Building Official, Jeff Kappelman



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

Planning Department - Building Inspections Division

Telephone 334-705-5420
Fax 334-705-5159

Monthly Permits For October, 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	11
Plumbing Upgrades	1	9
Electrical Upgrades	5	11
Mechanical Upgrades	6	7
Reroofs And Roof Repairs	3	2
Mobile Home Services	0	4
Building Additions/Accessory Structures	1	5

Monthly Totals For October 2009-2018	
2009	\$2,802,040.00
2010	\$3,348,351.00
2011	\$3,170,587.00
2012	\$2,439,726.00
2013	\$12,274,641.00
2014	\$8,025,650.00
2015	\$5,625,290.00
2016	\$4,099,031.00
2017	\$5,763,691.00
2018	\$5,740,064.33

Total Permits Issued:

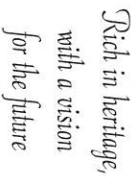
4	New Buildings: Commercial	\$1,349,000.00
10	Commercial Renovations And Repairs	\$885,447.33
5	Signs	\$109,660.00
9	New Single Family Homes	\$2,830,413.00
22	Residential Repairs And Renovations	\$565,544.00
	New Apartment Units	
	New Duplex Residences	
	Total Building Permits Issued	

50 Total Permits Issued For October, 2018

\$5,740,064.33

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector



Telephone 334-705-5420
Fax 334-705-5159

Packet Pg. 21

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

4	New Buildings: Commercial	\$1,349,000.00
10	Commercial Renovations And Repairs	\$885,447.33
5	Signs	\$109,660.00
9	New Single Family Homes	\$2,830,413.00
22	Residential Repairs And Renovations	\$565,544.00
	New Apartment Units	
	New Duplex Residences	
	Total Building Permits Issued	

\$5,740,064.33

Building Inspections Division • 700 Fox Trail • Opelika, Alabama 36801



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/20/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3172)

DOC ID: 3172

Request by St. Mary Catholic Church for walk and use of parking lot at Floral Park.

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

Shuman, Robert

From: Bruce Krause <bkraucm82@gmail.com>
Sent: Monday, November 5, 2018 11:18 AM
To: Shuman, Robert
Subject: Permission for Dances and Procession

Dear Mr. Shuman:

I am Fr. Bruce Krause, C.M. and am Pastor of St. Mary of the Mission Catholic Church here in Opelika. I am respectfully requesting that members of my parish conduct some traditional, Mexican dances from 5:30 p.m. to 6:30 p.m. in the parking lot of Floral Park on Wednesday, December 12, 2018. The parishioners will park at the church before the dances and walk to the park. Then, at 6:30 p.m. we will process from the parking lot to N. 12th Street; turn left on to 5th Avenue and proceed to just before 10th Street. The parish is purchasing Mr. Andrus' house on November 14th (414 N. 10th Street). We will enter the property from 5th Avenue and not from 10th Street. We plan to have a Mass on the lawn and will have a small tent. The Mass would begin at 7:00 p.m. and last approximately an hour. I understand that this will have to be approved by the City Council.

If you have any questions, you can respond via email (bkraucm82@gmail.com) or phone at 334-748-0206. Thank you for your consideration of this request.

Sincerely,
 Fr. Bruce

Fr. Bruce Krause, C.M., Pastor
 St. Mary of the Mission Catholic Church
 1000 4th Avenue
 Opelika, AL. 36801-4254

Attachment: CM 11-20-18, request from St. Mary Mission Catholic Church. (3172 : Request by St. Mary Catholic Church for a walk and use of



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/20/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 3182)

DOC ID: 3182

Kabuki Japanese Steak House & Sushi Bar Request Alcohol Beverage License.

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



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3052)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3052

Public Hearing for Demolition - 9 Avenue B

September 14, 2018

TO:

Milton Lee Cannon
1025 Goosehollow Circle
Auburn, AL 36830

Mortgage Investors, Inc.
1211 28th Street S
Birmingham, AL 35205

Jordan Olshan
Custodian for Kelly Olshan/ALA UTMA
Address Unknown

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Milton Lee Cannon is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 9 Avenue B, Opelika, AL 36801

Legal Description: Lots O and N of Renfro Edwards Subdivision as shown as a part of Block 10 of Totten's Real Estate Map of Opelika, Alabama, recorded in the Office of the Judge of Probate of Lee County, Alabama in Town Plat Book 2 at Page 9. This property is in Section 8, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, and is shown as Lots O and N on plat of survey for Eddie Servant, a copy of which is attached to deed from Eddie Servant to Climon Williams (deceased husband of the grantor herein) dated October 10, 1964, which now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 672 at Page 85. This is the same property devised by the Will of the said Climon Williams to the grantor herein, which Will now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Will Book 14 at Page 151.

Parcel Identification Number: 43-10-03-08-2-002-149.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on September 7, 2018. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- X (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.

- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until

determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

 Jeff Kappelman
 Building Official of the City of Opelika, Alabama

700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

**Milton Lee Cannon
1025 Goosehollow Circle
Auburn, AL 36830**

**Mortgage Investors, Inc.
1211 28th Street S
Birmingham, AL 35205**

**Jordan Olshan
Custodian for Kelly Olshan/ALA UTMA
Address Unknown**

Parcel #: 10-03-08-2-002-149.000
Property Address: 9 Avenue B
Opelika, AL 36801

Date of Notice: September 14, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair the items listed below but not limited to the following would be required:

Exterior:

- Replace all missing and deteriorated siding, soffit and fascia boards.
- Scrape, prime and paint siding, trim.
- Replace roof with new.
- Repair/rebuild the masonry chimney.
- Stairways: Rebuild front and side entry stairs with a min width of 36", max rise of 7 ¾", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36".

- Handrails need to be a graspable type.
- Replace all rotted deck boards.
- Replace all windows and doors: The windows in the bedrooms must have min egress of 5.7 sq ft. Windows must be operable and have locking hardware. Install at least one egress window in each bedroom. R310.1.

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 14th Day of September, 2018.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

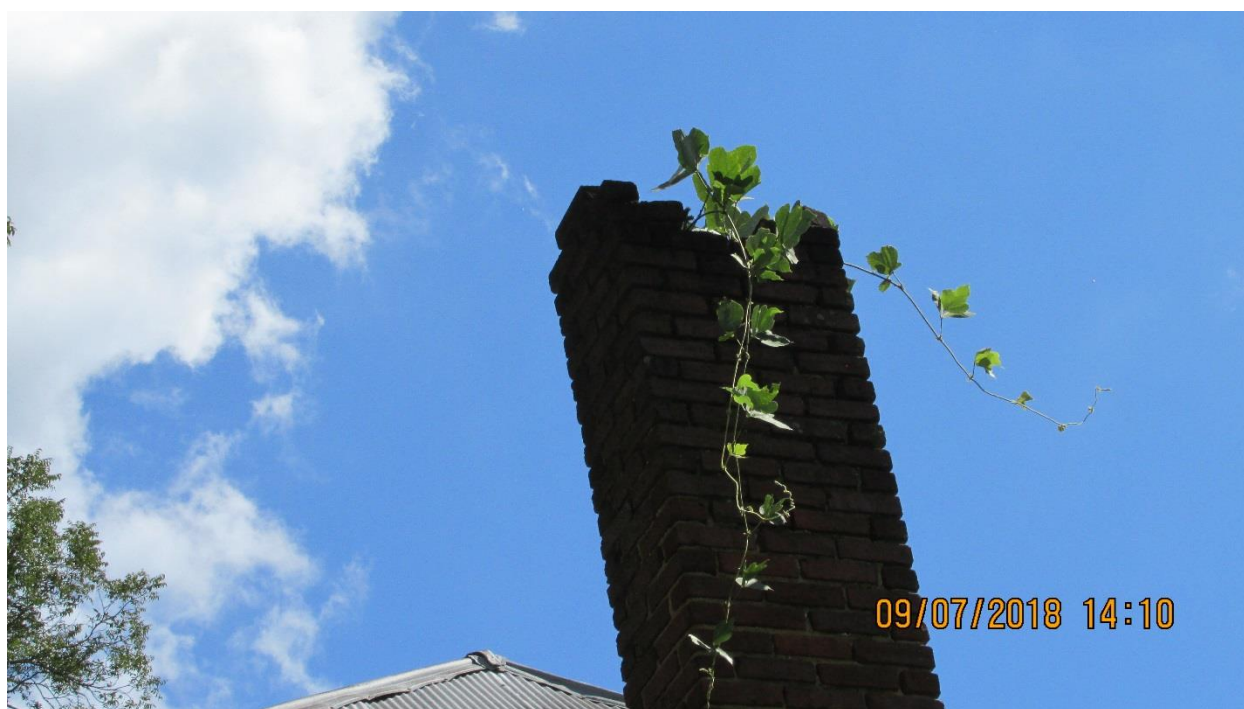
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

9 Avenue B



Attachment: Photos of 9 Avenue B (3052 : Public Hearing for Demolition - 9 Avenue B)









City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3101)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3101

Public Hearing for Demolition - 112 N. 18Th Place

September 25, 2018

TO:

Ingrid Elizabeth Gomez Gramajo
1815 1st Avenue
Opelika, AL 36801

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Ingrid Elizabeth Gomez Gramajo is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 112 N. 18th Place, Opelika, AL 36801

Legal Description: Lots 69 and 70 in Five Points Subdivision, as shown by a map or plat of said Subdivision, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3, Page 67; together with all improvements thereon and appurtenances thereunto appertaining; subject, however, to the existing right-of-way easements granted to Alabama Power Company for electric power lines, poles, appliances, which extends across the above-described property.

Parcel Identification Number: 43-09-06-13-2-000-093.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 28, 2018. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device,

flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous

buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(4) It is unlawful for any person who has received this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

Jeff Kappelman

Building Official of the City of Opelika, Alabama
 700 Fox Trail
 Opelika, AL 36801
 334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

Ingrid Elizabeth Gomez Gramajo
1815 1st Avenue
Opelika, AL 36801

Parcel #: 09-06-13-2-000-093.000
Property Address: 112 N. 18th PL
 Opelika, AL 36801

Date of Notice: September 25, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair the items listed below but not limited to the following would be required:

Exterior:

- Replace all missing and deteriorated siding.
- Replace rotted out fascia boards.
- Scrape, prime and paint siding, trim.
- Replace roof with new.
- Replace rear entry stairs with new to code.
- Replace all windows and doors: The windows in the bedrooms must have min egress of 5.7 sq ft. Windows must be operable and have locking hardware. Install at least one egress window in each bedroom. R310.1.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

Electrical: The electric service appears to have been updated. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 25th Day of September, 2018.

Sincerely,

**David R. Chapman
Building Inspector**

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition.

Janet Watson spoke on behalf of the property owner who speaks Spanish. They purchase the property in May 2018 along with the lot next to it. They want to put the two lots together and working on getting a survey.

Jeff Kappelman said they are making progress on renovating the building and recommended the resolution be Tabled.

President Smith closed the public hearing.

112 N. 18th Place



Attachment: Photos of 112 N. 18th Place (3101 : Public Hearing for Demolition - 112 N. 18Th Place)



Attachment: Photos of 112 N. 18th Place (3101 : Public Hearing for Demolition - 112 N. 18Th Place)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3054)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3054

Public Hearing for Demolition - 206 Byrd Avenue

September 14, 2018

TO:

Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804

Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804

Compass Bank
315 South 6th Street
Opelika, AL 36801

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Benjamin F. Chappell and Sara E. Chappell are the owners of the real property described in this notice. Compass Bank is the mortgagee of record. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 206 Byrd Avenue, Opelika, AL 36801

Legal Description: Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Parcel Identification Number: 43-10-03-07-1-001-061.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 26, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit

Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

**Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804**

**Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804**

**Compass Bank
315 South 6th Street
Opelika, AL 36801**

Parcel #: 10-03-07-1-001-061.000
Property Address: 206 Byrd Avenue
Opelika, AL 36801

Date of Notice: September 14, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair, the items listed below but not limited to the following would be required:

Exterior:

- **Replace all missing and deteriorated siding, trim, soffit and fascia boards.**
- **Scrape, prime and paint siding, trim.**

- Replace roof with new.
- Replace beam at carport with new.
- Replace dilapidated ceiling at carport with new.
- **Stairways:** Rebuild Rear entry stairs with a min width of 36", max rise of 7 $\frac{3}{4}$ ", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail placed at open sides of stairs 36" min height with balusters

spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36".

- Add handrails at front and rear steps and need to be a graspable type.
- Replace all broken windows.
- Demolish dilapidated shed at back.
- Add skirting at back of house.

Interior: The interior is gutted.

- Replace floor system with new wood using proper space and spans of floor joists. Replace all rotted wood.

Electrical: Have a licensed electrical contractor install a new electric service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition. Unfinished exterior walls need to insulated to R-13 and attic R-30.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order. The bathroom and kitchen must be completed and fully functional in order to occupy.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 14th Day of September, 2018.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

206 Byrd Avenue



Attachment: Photos of 206 Byrd Avenue (3054 : Public Hearing for Demolition - 206 Byrd Avenue)



Attachment: Photos of 206 Byrd Avenue (3054 : Public Hearing for Demolition - 206 Byrd Avenue)



Attachment: Photos of 206 Byrd Avenue (3054 : Public Hearing for Demolition - 206 Byrd Avenue)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3056)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3056

Public Hearing for Demolition - 1003 Alton Court

September 14, 2018

TO:

Marvin Dooley
515 Fox Run Parkway #9A
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

AVCO Financial Services, Inc.
3715 Pepperell Parkway
Opelika, AL 36801

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Marvin Dooley is the owner of the real property described in this notice and Paul Pollard is the person last assessing the subject property for state taxes. Paul Pollard and AVCO Financial Services, Inc., are mortgagees. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1003 Alton Court, Opelika, AL 36801

Legal Description: Lot #13 and the East half of Lot #14, Block B, JOHNSTON SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 3 at Page 57 in the Office of the Judge of Probate of Lee County, Alabama.

Parcel Identification Number: 43-09-06-13-4-001-044.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on September 7, 2018. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized

statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

**Marvin Dooley
515 Fox Run Parkway #9A
Opelika, AL 36801**

**Paul Pollard
1005 Alton Court
Opelika, AL 36801**

**AVCO Financial Services, Inc.
3715 Pepperell Parkway**

Opelika, AL 36801

Parcel #: 09-06-13-4-001-044.000
Property Address: 1003 Alton Court
Opelika, AL 36801

Date of Notice: September 14, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair, the items listed below but not limited to the following would be required:

Exterior:

- Replace all deteriorated/damaged siding, trim, and fascia boards.
- Scrape, prime and paint siding, trim.
- Replace front and rear entry doors with new exterior grade doors.
- Replace all damaged, broken, and dilapidated windows throughout.
- Replace temporary supports at front porch with new posts.
- Remove all debris throughout.
- Complete electrical work. It is noted that the house has been re-wired.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order. The bathroom and kitchen must be completed and fully functional in order to occupy.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 14th Day of September, 2018.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

1003 Alton Court



Attachment: Photos of 1003 Alton Court (3056 : Public Hearing for Demolition - 1003 Alton Court)







Attachment: Photos of 1003 Alton Court (3056 : Public Hearing for Demolition - 1003 Alton Court)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3058)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3058

Public Hearing for Demolition - 1408 Monroe Avenue

September 14, 2018

TO:

Gwenda Fay (Dorsey) Ingram
6927 34th Avenue East
Palmetto, FL 34221

Vivian Ann Stephens
6927 34th Avenue East
Palmetto, FL 34221

Wells Fargo Bank, N.A.
P.O. Box 2394
Mobile, AL 36652

NOTICE OF DANGEROUS BUILDINGS, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Gwenda Fay (Dorsey) Ingram and Vivian Ann Stephens are the owners of the real property described in this notice. Wells Fargo Bank, N.A. is the lienholder of record as shown from a search of the records of the Office of the Judge of Probate of Lee County, Alabama. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 1408 Monroe Avenue, Opelika, AL 36801

Legal Description: From the intersection of the West margin of Talladega Street with the North margin of Monroe Street, as the same appears on Totten’s Official Real Estate Map of Opelika, Alabama, of record in the Probate office of Lee County, Alabama, Town Plat Book 2, Page 9, proceed West along the North margin of Monroe Street 150.5 feet; thence North 12 degrees 11 minutes West, to the Southeasterly margin of the right-of-way of the western of Alabama Railway, and the point of beginning of the lot here described and conveyed: From said

point of beginning proceed South 12 degrees 11 minutes East to the north margin of Monroe Street; thence West along the North margin of Monroe Street, 60 feet; thence North 12 degrees 11 minutes West 248 feet, to the Southeasterly margin of the right-of-way of the Western of Alabama Railway; thence in a Northeasterly direction, along the Southeasterly margin of the right-of-way of the Western of Alabama Railway to the point of beginning, being a part of Block I of the Smith T Survey as the same is shown on the above-described Totten's Map of the City of Opelika, Alabama.

Parcel Identification Number: 43-09-06-13-1-002-113.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on September 7, 2018. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the buildings shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The buildings have been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The buildings have become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to

cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The buildings are so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The buildings have parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- ☐ (12) The buildings, or any portions thereof, are clearly unsafe for their use or occupancy.
- ☒ (13) The buildings are neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the buildings, structures, part of buildings or structures, party wall, or foundation to their danger, have become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the buildings, structures, part of buildings or structures, party wall, or foundation for committing a nuisance or an unlawful act.

- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The buildings are, because of their condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from their original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the dilapidated building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the dilapidated building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming

a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the

corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

**Gwenda Fay (Dorsey) Ingram
6927 34th Avenue East
Palmetto, FL 34221**

**Vivian Ann Stephens
6927 34th Avenue East
Palmetto, FL 34221**

**Wells Fargo Bank, N.A.
P.O. Box 2394
Mobile, AL 36652**

Parcel #: 09-06-13-1-002-113.000
Property Address: 1408 Monroe Avenue
Opelika, AL 36801

Date of Notice: September 14, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. Most of the structure is blocked by all the vegetation on and around the building.

The repairs needed are listed below but not limited to the following:

Exterior:

- Replace all missing and deteriorated siding and fascia boards.
- Scrape, prime and paint siding, trim and doors.
- Repair/replace roof. Replace roof boards and rafters as needed to repair the holes in the roof.

- **Stairways:** Stairways need to be in good condition. Stairs should have a min width of 36", max rise of 7 ³/₄", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36". Handrails need to be a graspable type.

- **Remove all vegetation on and around the building.**

- **Windows:** Replace all broken windows. Windows must be operable and have locking hardware

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected and only partially visible. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 14nd Day of September, 2018.

Sincerely,

**David R. Chapman
Building Inspector**

COMMENTS - Current Meeting:

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

1408 Monroe Avenue



Attachment: Photos of 1408 Monroe Avenue (3058 : Public Hearing for Demolition - 1408 Monroe Avenue)



Attachment: Photos of 1408 Monroe Avenue (3058 : Public Hearing for Demolition - 1408 Monroe Avenue)





City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3099)

Meeting: 11/20/18 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3099

Public Hearing for Demolition - 1805 1St Avenue

September 25, 2018

TO:

Bruce E. Smith
Mary S. Smith
1012 Gentry Drive
Auburn, AL 36832

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Bruce E. Smith and Mary S. Smith are the owners of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 1805 1st Avenue, Opelika, AL 36801

Legal Description: Lots Numbered Three (3), Four (4) and Five (5) in FIVE POINTS SUBDIVISION, according to and as shown on the map or plat of said subdivision which is of record in Town Plat Book 3 at Page 67 in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and appurtenances thereunto appertaining.

Parcel Identification Number: 43-09-06-13-2-000-074.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 28, 2018. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or

within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- ☐ (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous

buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of September, 2018.

Sincerely,

Jeff Kappelman

Building Official of the City of Opelika, Alabama
 700 Fox Trail
 Opelika, AL 36801
 334-705-5420

NOTICE OF REQUIRED REPAIRS

To:

**Bruce E. Smith
 Mary S. Smith
 1012 Gentry Drive
 Auburn, AL 36832**

Parcel #: 09-06-13-2-000-074.000
Property Address: 1805 1st Avenue
 Opelika, AL 36801

Date of Notice: September 25, 2018

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair the items listed below but not limited to the following would be required:

Exterior:

- Remove all vegetation near and next to the building.
- Replace all windows and side entry door: The windows in the bedrooms must have min egress of 5.7 sq ft. Windows must be operable and have locking hardware. Install at least one egress window in each bedroom. R310.1.
- Repair, replace, or remove the dilapidated wooden fence.
- Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Interior:

- Water heater: Connect water pipes. Remove old transite chimney and replace with a new class B Chimney. Permit required.
- Remove all debris inside the building.

- **Repair damage to all walls and ceilings throughout.**

There must be a central source of heat, a functioning water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 25th Day of September, 2018.

Sincerely,

**David R. Chapman
Building Inspector**

COMMENTS - Current Meeting:

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

1805 1st Avenue

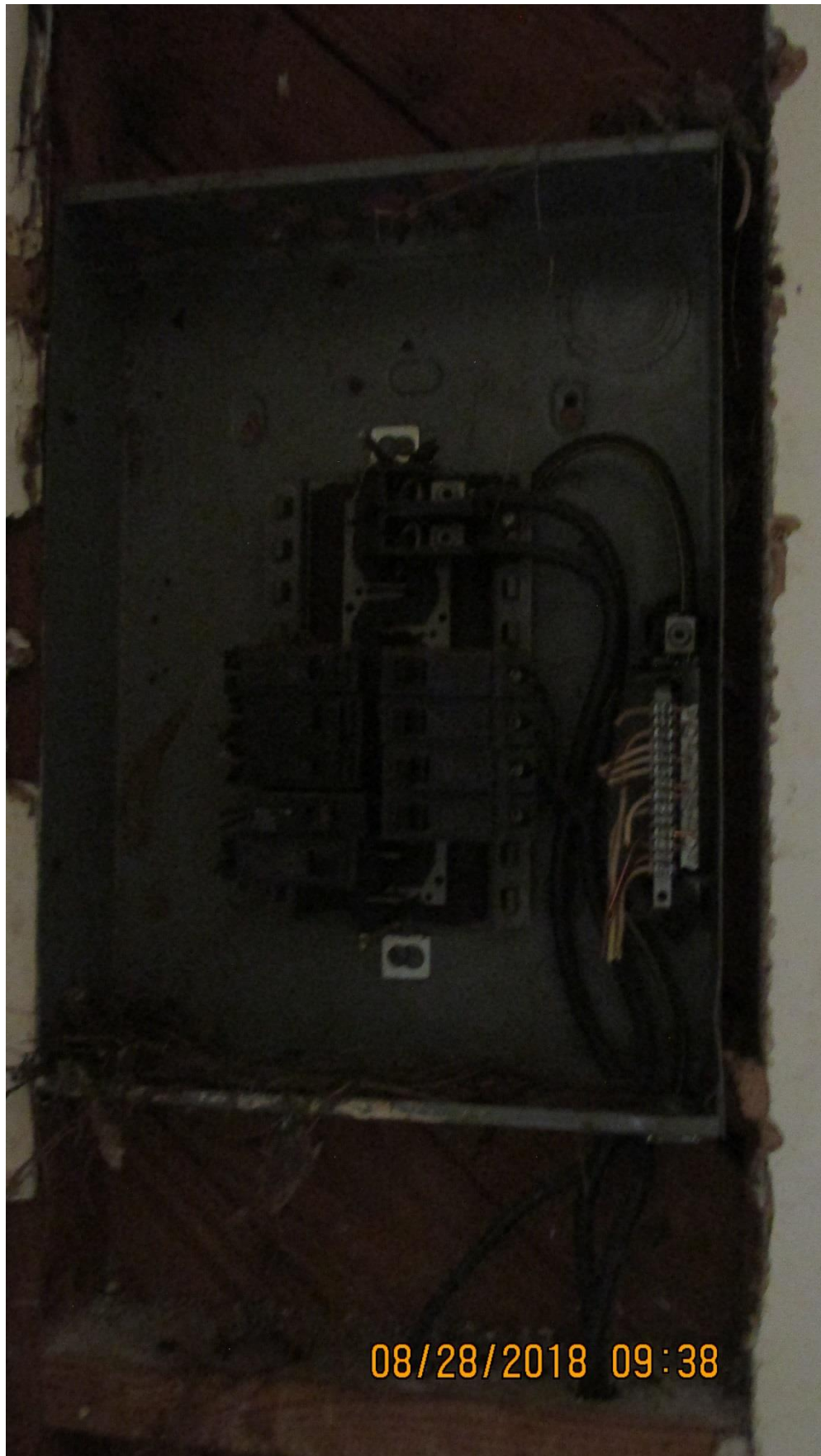
Attachment: Photos of 1805 1st Avenue (3099 : Public Hearing for Demolition - 1805 1st Avenue)













City Council
204 South 7Th Street
Opelika, AL

ADOPTED

GENERAL BUSINESS (ID # 3193)

Meeting: 11/20/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 3193

Request from Main Street - annual Christmas in a Railroad Town.

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

Shuman, Robert

From: Opelika Main Street <director@opelikamainstreet.org>
Sent: Tuesday, November 20, 2018 12:51 PM
To: Eddie Smith, President City Council, Ward 4 (esmith@auburnbank.com)
Cc: Shuman, Robert
Subject: Main Street road closures / Christmas in a RR Town - December 7th
Attachments: CRRT Map.pdf

Good Afternoon,

In August, Opelika Main Street requested road closures for Christmas In A Railroad Town (December 7th from 6-9 pm). The City Council approved our request in September. Below you will find the roads that were requested and have already been approved:

Christmas In A Railroad Town: This event is Friday, December 7, 2018 - 6-9p. The request is to block South Railroad Avenue between 9th Street and 7th Street. This area will need to be closed from 2:00 PM to 9:00 PM. We would also like to request closure of 8th Street from Railroad Avenue to Avenue A. This area will need to be closed from 5:00 PM until 9:00 PM. This is our annual Christmas event. We will have a train, bands, children's activities and vendors in the closed areas.

Upon further review, we feel that there are a couple of streets that should have been included in our road closure request.

9th Street from S. Railroad to Avenue B from 5:00 pm until 9:00 pm and Avenue A from 8th Street to 9th Street from 5:00 pm to 9:00 pm.

I have created a map to show the streets that we would need to close. The street marked in red have already been approved. The street marked in blue are the additional streets that we are requesting. I want to apologize for the late notice on these new request. This is my first time planning for this event, so I am learning as I go. If you have any questions, please feel free to contact me via email or my cell phone: 334-319-2290

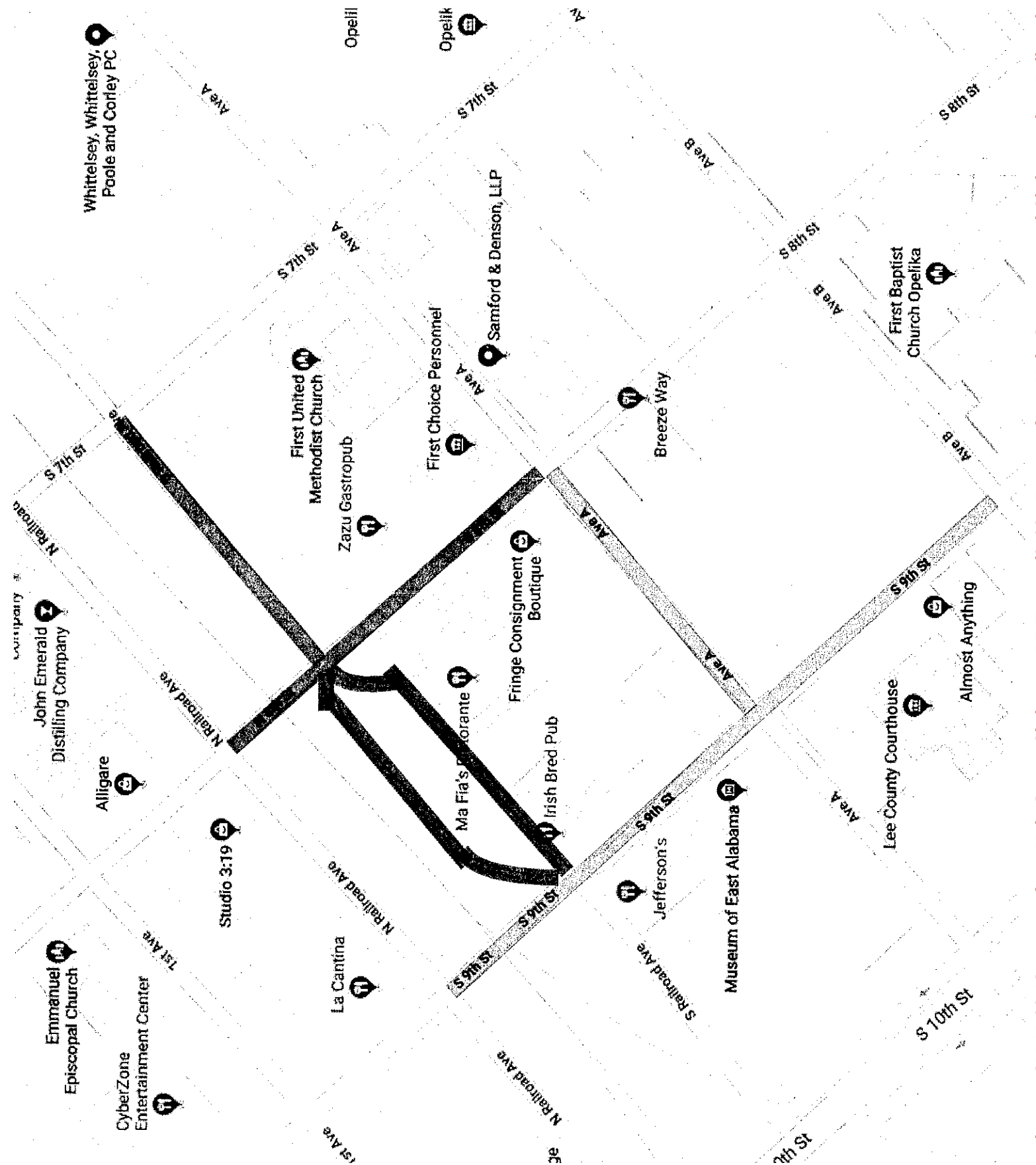
Thank you for your consideration.

Dana Gafford

Dana Gafford
 Opelika Main Street
 Interim Executive Director
 334-319-2290



Opelika Main Street
 P.O. Box 2464 Opelika, AL 36803
 Sign up for emails <http://www.opelikamainstreet.org>





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 300-18

Meeting: 11/20/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3188

Three (3) 2019 SUVS Equal to Chevy Tahoe - PD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for three (3) 2019 SUVs Equal to Chevy Tahoe for the Police Department; and

WHEREAS, Glynn Smith Chevrolet submitted the lowest bid in the amount of \$104,567.40; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Glynn Smith Chevrolet on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Glynn Smith Chevrolet in the total amount of \$104,567.40.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #19001 – We are asking the Council to approve a purchase of Three (3) 2019 SUVs Equal to Chevy Tahoe

FACTS:

- Bid opening date – 11/5/18
- User Department – Police
- The bid was mailed to 10 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Glynn Smith Chevrolet on their low bid meeting specifications in the total amount of \$104,567.40.**

[illegible]

RESOLUTION NO. 301-18

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
-----	-----	-----
Terry White	OES	1,127.14
Tony Aycock	IT	516.66
Corey Burke	OPS	15.66
Kathy Daugherty	ED	100.38
Ben Hand	Municipal Judge	608.45

-) 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

DEPARTMENT

PERIOD ENDING

Terry White

Environmental Services

10.31.18

DAY	CITY AND STATE	LOGGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 10.21.18	St. Louis, MO	211.10	163.20		47.00	58.80			21.40		620.00	1,121.50
MON 10.22.18	St. Louis, MO	211.10					12.95		52.19			276.24
TUE 10.23.18	St. Louis, MO	211.10							28.40			239.50
WED												0.00
THU												0.00
FRI												0.00
SAT 10.27.18	Kansas City, MO		98.20								25.00	123.20
WEEKLY CATEGORY TOTALS \$		633.30	261.40	0.00	47.00	58.80	12.95	0.00	101.99	0.00	645.00	1,760.44

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

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10.21.18	Parking	13.95
10.22.18	Parking	14.95
10.23.18	Parking	14.95
10.24.18	Parking	14.95
Total		58.80

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
10.21.18	Delta Baggage Charge	25.00
10.27.18	Delta Baggage Charge	25.00
10.21.18	Conference Registration	595.00

WEEKLY TOTAL EXPENSES

1127.64

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

3

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

43%

NATURE OR PURPOSE OF TRAVEL

Resource Recycling Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

TERRY WHITE

 Lodging charged on P-Card. All other expenses
charged on personal credit card.

SIGNATURE

APPROVED BY

Personal Gas Expense for Trip

EXPENSE REPORT

NAME

Tony Aycock

DEPARTMENT

Information Technology

PERIOD ENDING

10/29/18 thru 11/1/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON	Opelika, AL/Myrtle Beach, SC					258.33						258.33
TUE												0.00
WED												0.00
THU												0.00
FRI	Myrtle Beach, SC/Opelika AL					258.33						258.33
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	516.66	0.00	0.00	0.00	0.00	0.00	516.66

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Southern Software Conference

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/29	mileage (474) Miles	258.33
11/1	mileage (474) Miles	258.33

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT



Tony Aycock

Information Technology

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Corey Burke

DEPARTMENT

OPS

PERIOD ENDING

10-19-2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI 10-19-18	Dothan, AL						15.66					15.66
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	15.66	0.00	0.00	0.00	0.00	15.66

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

2 weeks

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Storm Restoration after Hurricane Michael

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agreed to P.O.	
	Auto Verifed	
	Footling Verifed	
	Inv. Price Eto Price	
	OK to Pay	
	As of Verifed	

Send check to OPS Admin

JP m.t.c.

C. J. Jones

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Kathy Daugherty

DEPARTMENT

Department Econ Dev

PERIOD ENDING

10/31/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
31-Oct	Opelika to Atlanta					50.19						50.19
31-Oct	Atlanta to Opelika					50.19						50.19
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
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												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	100.38	0.00	0.00	0.00	0.00	0.00	100.38

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

ED airport travel round trip - personal vehicle (no city vehicle available)

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/21	92.1 miles	50.19
10/23	92.1 miles	50.19

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

[Signature]
[Signature]
 SIGNATURE
 APPROVED BY

EXPENSE REPORT

NAME

Name

Benny C. Hand, Jr.

DEPARTMENT

Department

Mun. Judge

PERIOD ENDING

10/21/18

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	Breakfast	LUNCH	DINNER			
SUN	Orange Beach to Opelika	0.00	0.00	0.00	0.00	134.29	0.00	0.00	0.00	0.00	0.00	134.29
MON												
TUE												
WED	Opelika to Orange Beach	325.44	0.00	0.00	0.00	134.29	0.00	0.00	0.00	0.00	255.00	714.73
THU	Orange Beach	325.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.44
FRI	Orange Beach	325.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.44
SAT	Orange Beach	325.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.44
WEEKLY CATEGORY TOTALS \$												1,825.34

608.45
WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Municipal Law Conference: Arrived late Wed. night, all meals were family meals and thus not included herein. Divided into three would be 608.45 per municipality.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/17	251 miles from Opelika to Orange	134.29
10/21	251 miles from Orange to Opelika	134.29

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
7/24	AAMA Conference Fee	255.00

Ben Hand

114 N 8th Street

Opelika, AL 36801

[Signature]
APPROVED BY

RESOLUTION NO. 302-18

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	Lot	Laptop	N/A
2.	1	Ea.	2005 Chevrolet Impala 2G1WF52EX59322553	N/A
3.	1	Ea.	Sharp Copier	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, CMC
City Clerk - Treasurer

RESOLUTION NO. 303-18

Resolution for Demolition - 9 Avenue B

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 9 AVENUE B, OPELIKA, ALABAMA 36801, PARCEL ID
NO.: 43-10-03-08-2-002-149.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 9 Avenue B, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-149.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Milton Lee Cannon is the person last assessing the subject property for state taxes; and

WHEREAS, Mortgage Investors, Inc., is the mortgagee of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Jordan Olshan, Custodian for Kelly Olshan/ALA UTMA, address unknown, is the assignee of record of the above referenced mortgage executed to Mortgage Investors, Inc.; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Milton Lee Cannon, 1025 Goosehollow Circle, Auburn, AL 36830 and Mortgage Investors, Inc., 1211 28th Street S, Birmingham, AL 35205; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 9 Avenue B is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 9 Avenue B, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 9 Avenue B, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-149.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lots O and N of Renfro Edwards Subdivision as shown as a part of Block 10 of Totten's Real Estate Map of Opelika, Alabama, recorded in the Office of the Judge of Probate of Lee County, Alabama in Town Plat Book 2 at Page 9. This property is in Section 8, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, and is shown as Lots O and N on plat of survey for Eddie Servant, a copy of which is attached to deed from Eddie Servant to Climon Williams (deceased husband of the grantor herein) dated October 10, 1964, which now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 672 at Page 85. This is the same property devised by the Will of the said Climon Williams to the grantor herein, which Will now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Will Book 14 at Page 151.

Also being further described as Parcel Number 43-10-03-08-2-002-149.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2018.

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

ATTEST:

CITY CLERK

Cc: Milton Lee Cannon
1025 Goosehollow Circle
Auburn, AL 36830

Mortgage Investors, Inc.
1211 28th Street S
Birmingham, AL 35205

RESOLUTION NO. (ID # 3102)

Resolution for Demolition, 112 N. 18Th Place - TABLED

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 112 N. 18TH PLACE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-2-000-093.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 112 N. 18th Place, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-2-000-093.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Ingrid Elizabeth Gomez Gramajo is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Ingrid Elizabeth Gomez Gramajo is the person last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Ingrid Elizabeth Gomez Gramajo, 1815 1st Avenue, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 112 N. 18th Place is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 112 N. 18th Place, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 112 N. 18th Place, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-2-000-093.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lots 69 and 70 in Five Points Subdivision, as shown by a map or plat of said Subdivision, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3, Page 67; together with all improvements thereon and appurtenances thereunto appertaining; subject, however, to the existing right-of-way easements granted to Alabama Power Company for electric power lines, poles, appliances, which extends across the above-described property.

Also being further described as Parcel Number 43-09-06-13-2-000-093.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2018.

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

ATTEST:

CITY CLERK

Cc: Ingrid Elizabeth Gomez Gramajo
1815 1st Avenue
Opelika, AL 36801

RESOLUTION NO. 304-18

Resolution for Demolition - 206 Byrd Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 206 BYRD AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-1-001-061.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 206 Byrd Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-061.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Benjamin F. Chappell and Sara E. Chappell are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Benjamin F. Chappell and Sara E. Chappell are the persons last assessing the subject property for state taxes; and

WHEREAS, Compass Bank is the mortgagee of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Benjamin F. Chappell and Sara E. Chappell, 169 Lee Road 856, Opelika, AL 36804 and Compass Bank, 315 South 6th Street, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 206 Byrd Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 206 Byrd Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 206 Byrd Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-061.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Also being further described as Parcel Number 43-10-03-07-1-001-061.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2018.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804

Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804

Compass Bank
315 South 6th Street
Opelika, AL 36801

RESOLUTION NO. 305-18

Resolution for Demolition - 1003 Alton Court

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1003 ALTON COURT, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-4-001-044.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1003 Alton Court, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-4-001-044.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Marvin Dooley is the person last assessing the subject property for state taxes; and

WHEREAS, Paul Pollard and AVCO Financial Services, Inc., are the mortgagees of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Paul Pollard, 1005 Alton Court, Opelika, AL 36801; AVCO Financial Services, Inc., 3715 Pepperell Parkway, Opelika, AL 36801 and Marvin Dooley, 515 Fox Run Parkway, #9A, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1003 Alton Court is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1003 Alton Court, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 1003 Alton Court, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-4-001-044.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot #13 and the East half of Lot #14, Block B, JOHNSTON SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 3 at Page 57 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-09-06-13-4-001-044.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: Marvin Dooley
515 Fox Run Parkway, #9A
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

AVCO Financial Services, Inc.
3715 Pepperell Parkway
Opelika, AL 36801

RESOLUTION NO. 306-18

Resolution for Demolition - 1408 Monroe Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1408 MONROE AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-1-002-113.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1408 Monroe Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-1-002-113.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Gwenda Fay (Dorsey) Ingram and Vivian Ann Stephens are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Gwenda Fay (Dorsey) Ingram and Vivian Ann Stephens are the persons last assessing the subject property for state taxes; and

WHEREAS, Wells Fargo Bank, N.A. is the lienholder of record of the above-described property; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Gwenda Fay (Dorsey) Ingram at 6927 34th Avenue East, Palmetto, FL 34221 and 905 Beauford Drive, Opelika, AL 36804; Vivian Ann Stephens at 6927 34th Avenue East, Palmetto, FL 34221 and Wells Fargo Bank, N.A. at P.O. Box 2394, Mobile, AL 36652; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1401 Geneva Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1408 Monroe Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 1408 Monroe Avenue, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-1-002-113.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

From the intersection of the West margin of Talladega Street with the North margin of Monroe Street, as the same appears on Totten's Official Real Estate Map of Opelika, Alabama, of record in the Probate office of Lee County, Alabama, Town Plat Book 2, Page 9, proceed West along the North margin of Monroe Street 150.5 feet; thence North 12 degrees 11 minutes West, to the Southeasterly margin of the right-of-way of the western of Alabama Railway, and the point of beginning of the lot here described and conveyed: From said point of beginning proceed South 12 degrees 11 minutes East to the north margin of Monroe Street; thence West along the North margin of Monroe Street, 60 feet; thence North 12 degrees 11 minutes West 248 feet, to the Southeasterly margin of the right-of-way of the Western of Alabama Railway; thence in a Northeasterly direction, along the Southeasterly margin of the right-of-way of the Western of Alabama Railway to the point of beginning, being a part of Block I of the Smith T

Survey as the same is shown on the above-described Totten's Map of the City of Opelika, Alabama.

Also being further described as Parcel Number 43-09-13-1-002-113.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: Gwenda Fay (Dorsey) Ingram
6927 34th Avenue East
Palmetto, FL 34221

Vivian Ann Stephens
6927 34th Avenue East
Palmetto, FL 34221

Wells Fargo Bank, N.A.
P.O. Box 2394
Mobile, AL 36652

RESOLUTION NO. 307-18

Resolution for Demolition - 1805 1st Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1805 1ST AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-2-000-074.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1805 1st Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-2-000-074.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Bruce E. Smith and Mary S. Smith are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Bruce E. Smith and Mary S. Smith are the persons last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Bruce E. Smith and Mary S. Smith, 1012 Gentry Drive, Auburn, AL 36832; and

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

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

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

WHEREAS, Tuesday, November 20, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1805 1st Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 20, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1805 1st Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 1805 1st Avenue, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-2-000-074.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lots Numbered Three (3), Four (4) and Five (5) in FIVE POINTS SUBDIVISION, according to and as shown on the map or plat of said subdivision which is of record in Town Plat Book 3 at Page 67 in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-09-06-13-2-000-074.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2018.

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

ATTEST:

CITY CLERK

Cc: Bruce E. Smith
Mary S. Smith
1012 Gentry Drive
Auburn, AL 36832

RESOLUTION NO. 308-18

Designate Troy Bank & Trust as a City depository.

RESOLUTION NO. _____

WHEREAS, it is customary, appropriate and necessary for the City of Opelika to conduct business with all the local banks located within the City limits, and

WHEREAS, the designation of the City's banking depositories must be approved by the Opelika City Council, and

WHEREAS, Troy Bank & Trust has requested to be approved as an official bank depository for the City of Opelika.

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

- 1) That Troy Bank & Trust is hereby designated an official banking depository for the City of Opelika.
- 2) That the City Treasurer is hereby authorized to open and/or close City bank accounts and conduct City banking transactions as necessary with Troy Bank & Trust.
- 3) That the Mayor, Council President and the City Treasurer shall be the official signers for all bank accounts established with Troy Bank & Trust.

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. 309-18

Annual appropriation contract with American Red Cross.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the American Red Cross - East Alabama Chapter, a copy of which is hereto

attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the American Red Cross - East Alabama Chapter, and retain one copy.

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

Agreement

This agreement made and entered into this 1st day of October 2018 between **The American Red Cross, East Alabama Chapter**, a non-profit organization, hereinafter referred to as "**Agency**" and **City of Opelika**, a municipal corporation, hereinafter referred to as "**City**" shall be binding for the period of October 1, 2018 through September 30, 2019.

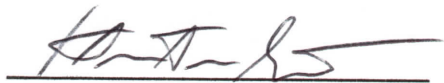
The **City** has approved an appropriation in the amount of \$10,000 for the **Agency** to be used for:

Local disaster services and training in Opelika, Alabama

The **Agency** shall use funds from the **City** for the reasons stated above. The **City** shall pay the **Agency** the sum of \$10,000 for the budget year October 1, 2018 through September 30, 2019, with said sums to be paid quarterly commencing October 2018. This agreement shall be binding upon the hereto, their successors and assigns.

American Red Cross, East Alabama Chapter

Non-Profit Organization



Hunter Smart, Interim Executive Director

City of Opelika

Municipal Corporation



Gary Fuller, Mayor

RESOLUTION NO. 310-18

Annual appropriation contract, Arts Association of East Alabama.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Arts Association of East Alabama, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall have one copy delivered to the Opelika Arts Association, and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer



November 2, 2018

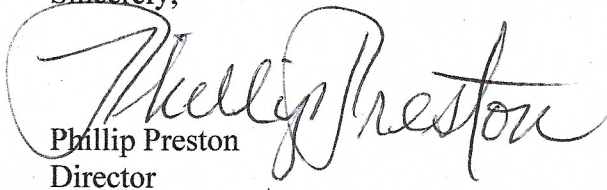
Mr. Bob Shuman
City Clerk
P.O. Box 390
Opelika, AL 36801

Dear Mr. Shuman:

On behalf of the Arts Association of East Alabama, I am requesting payment of the \$25,000 annual appropriation approved for our organization by the Opelika City Council for 2018-2019.

Thank you so much for your help in getting this on the Council's agenda for the next scheduled meeting.

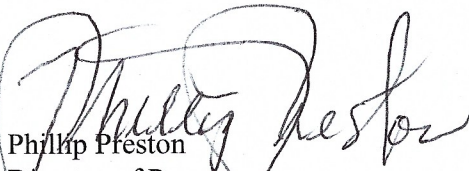
Sincerely,


Phillip Preston
Director

2018-2019 Contract

This is an agreement between the Arts Association of East Alabama and the City of Opelika for the fiscal year 2018-2019. In consideration of the annual appropriation of \$25,000 awarded by the City, the Arts Association provides the following services to the citizens of this area:

- A Performance Series, including performances of nationally and internationally renowned artists; orchestra, Broadway, dance, and theater tours
- The Adventure Series, which provides several thousand students, K-12, from throughout Lee County performances by major national children's theater companies at the Opelika Center for the Performing Arts
- The Scholarship Program, providing college scholarships for auditioned high school seniors, and youth arts scholarships for summer study programs
- Professional development for classroom teachers in affiliation with the John F. Kennedy Center for the Performing Arts *Partners in Education* program
- Partners with Opelika City Board of Education in program development for the Opelika Center for the Performing Arts
- Partners with Envision Opelika in program development and historic renovation of the Southside Center for the Arts
- Sponsoring performances by the East Alabama Arts Civic Chorale
- Sponsoring performances by the East Alabama Community Band


Phillip Preston
Director of Programs

Gary Fuller
Mayor, City of Opelika

RESOLUTION NO. 311-18

Memo of Understanding with CoachSafely Foundation.

RESOLUTION NO. _____

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OPELIKA, ALABAMA AND COACHSAFELY
FOUNDATION TO PROVIDE MANDATORY TRAINING
REQUIRED BY THE COACH SAFETY ACT**

WHEREAS, the Alabama Legislature in its 2018 Regular Session passed Act No. 2018-496, the “Coach Safety Act”, which is applicable to persons participating in youth athletic activities sponsored by the Opelika Parks and Recreation Department; and

WHEREAS, the Coach Safety Act requires all persons serving as coaches for youth athletic activities to complete an online or residence course which provides such persons with information and awareness of actions and measures which may be used to decrease the likelihood that a youth athlete will sustain a serious injury and/or that the same will be treated improperly; and

WHEREAS, the City Council of the City of Opelika has been made aware of and presented with an opportunity to partner with the CoachSafely Foundation to raise awareness of youth athletic safety, provide for no-cost training of local coaches for Opelika Parks and Recreation teams and activities and enhance the overall youth athletic experience; and

WHEREAS, a proposed Memorandum of Understanding to be entered into between the City and the CoachSafely Foundation, an Alabama non-profit corporation, 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 Memorandum of Understanding.

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

1. That the City of Opelika and its Parks and Recreation Department shall enter into a partnership with the CoachSafely Foundation to provide mandatory training required by the Coach Safety Act and to promote the awareness of youth athletic safety and enhance the youth athletic experience in the City of Opelika.

2. That the proposed Memorandum of Understanding, 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 Memorandum of Understanding.

3. That the Mayor is hereby authorized and directed to execute and deliver said Memorandum of Understanding in the name and on behalf of the City.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

EXHIBIT "A"

STATE OF ALABAMA COUNTY OF)
)
 _____ COUNTY)

MEMORANDUM OF UNDERSTANDING

COME NOW, the City of _____, Alabama, a municipal corporation organized under the laws of the State of Alabama, and the CoachSafely Foundation, an Alabama nonprofit corporation, and set forth and show their mutual agreement, as follows:

RECITALS:

WHEREAS, the Alabama Legislature has passed in its 2018 Regular Session Act #2018-496, known as "The Coach Safety Act", which is applicable to persons participating in youth athletic activities sponsored by the City of _____ Parks and Recreation Department; and

WHEREAS, the Coach Safety Act requires all persons serving as coaches for youth athletic activities to complete and online or residence course which provides such persons with information and awareness of actions and measures which may be used to decrease the likelihood that a youth athlete will sustain a serious injury and/or that the same will be treated improperly; and

WHEREAS, the City of _____ and the CoachSafely Foundation desire to combine and jointly endeavor to raise awareness of youth athletic safety, provide for no-cost training of local coaches for _____ Parks and Recreation teams and activities, and enhance the overall youth athletic experience;

SHARED MUTUAL UNDERSTANDING AND AGREEMENTS:**I. CO-MARKETING RELATIONSHIP**

A The CoachSafely Foundation, hereinafter referred to as "the Foundation", will provide a course in coaching education which will be offered at no cost and which meets or exceeds the requirements of Act 2018-496, the "Coach Safety Act", to the City of _____, hereinafter referred to as "the City". In consideration and exchange for this no-cost service, the City will provide 1) promotional access to raise the awareness of the preventable nature of youth sports injuries and 2) access to specialized care. The parties desire to work cooperatively, but independently, to promote the cause of youth sports injury prevention to the citizens of the City and area. This MOU describes the terms of a nonexclusive, cooperative marketing relationship under which each party will independently or cooperatively engage in mutually agreed activities to promote each other's community service missions.

b) Relationship of the Parties. This MOU shall not create any agency, legal partnership, joint venture, or any other form of legal association, and neither party may represent itself as an agent, legal partner, or joint venture of the

other or otherwise incur any obligation or liability on behalf of the other party. Neither party may resell, quote prices or fees, or otherwise negotiate business terms for the other party's products or services unless otherwise agreed to between the parties as terms of this memo understanding.

II. TERMS

The terms of this Memorandum of Understanding, as mutually agreed to by both parties are;

1. Course Delivery Agreement

- a) The CoachSafely online course shall be the preferred delivery method. When the online course is not feasible, CoachSafely can arrange a live on-site Blended Learning seminar.
- b) The Blended Learning seminar will be moderated by a mutually approved certified athletic trainer that has been approved by the CoachSafely Foundation.
- c) Per the Coach Safety Act, the city will designate and assign personnel to submit a complete Registry of Coaches prior to each and every sports season for the purpose of educating, testing and validation of course completion.
- d) For purpose of a live seminar, a designated and assigned city administrator will establish submit and coordinate an Itinerary to be distributed to coaches of sports for aged 14 and under. The itinerary will contain the following information; date, time and classroom location for the class to be taught, allowing for 2 hours of actual class time with breaks.

2. Publicity/Awareness Agreement

- a) It is agreed that the City will produce a **Press Release** and other means of print and electronic media publicity that raises the awareness of the Coach Safety Act and it is agreed that CoachSafely will use its means of generating publicity to promote the initiative of the City.
- b) Both parties agree to share access (with content) for **Social Media** engagement for their shared mission.
- c) CoachSafely agrees to assist in providing personal endorsements for the purpose of promotion.
- d) CoachSafely encourages the municipality to use all of the material resources available at www.stopsportsinjuries.org (a CoachSafely collaborator).

3. Promotion/Advertising Agreement

- a) Both parties agree to the Use of each other's **Logos** in their promotions.
- b) The City agrees to allow advertising of the CoachSafely initiative by

posting one (1) Sports Safety and Care Awareness Banner at each and every venue where there is youth sports activity. Advertising on said sign will be limited to these four (4) types of logos or trademarks: i) Children's of Alabama; ii) CoachSafely; and iii) Sponsoring local sports medicine care providers; iv) A CoachSafely approved state or national sponsor. Upon request, CoachSafely can email 'proofs' of said banners prior to sports venue installation.

- c) The **Territory** for this Agreement is the area within the City limits and subject to the City's control.
- d) The City agrees to CoachSafely representing to other municipalities or others that this agreement constitutes a **Referral**.

4. **Other Agreements**

Notwithstanding the foregoing, neither party shall be obligated to enter into any agreement with any other party, but the parties will negotiate in good faith for their common mission and will not act in a manner intended to interfere with the cooperative purposes of the aforementioned (3) agreements.

III. **GRANTS, GIFTS AND SPONSORSHIP ACTIVITIES**

- a) CoachSafely will support all grant proposals by the City that support their common mission.
- b) The City understands that Coach Safely, which is a 501(c)(3) nonprofit, relies on and uses public funding to offset the expense of providing a no-cost course and therefore will use its best efforts to enter into an independent sponsorship agreement with a local sports medicine care provider that Coach Safely deems to be accessible for specialty care to the community.
- c) CoachSafely will provide full disclosure of any and all sponsorship agreements.
- d) The City accepts that CoachSafely is a charitable organization and that it will cultivate and solicit gifts and grants through its contacts in the City and elsewhere.

IV. **AMENDMENT, PERPETUAL RENEWAL AND TRANSFERABILITY**

- a) With written notice by either party to amend the terms or conditions of their mutual understanding, both parties agree to a good faith effort for a resolution.
- b) This agreement fulfilled in good faith is and will be perpetually renewed; provided, that either party shall have the right to terminate this Memorandum of Understanding upon the giving of ninety (90) days' notice to the other.
- c) The obligations of this understanding of both parties are not transferrable without the consent of both parties.
- d) This Memorandum of Understanding contains the entire understanding of the parties, and neither party shall have any obligation to the other or to any third party which is not listed and set out herein above.

WHEREUNTO, the parties have set their hands and seals on this the ____ day of _____, 2018.

COACHSAFELY FOUNDATION

CITY OF _____, ALABAMA

By: _____
Kanti Sunkavalli, CEO CoachSafely
Foundation

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, Mayor of the City of _____, Alabama, whose name is signed to the foregoing Memorandum of Understanding, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same with all due authority and as the free and voluntary act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal, on this the ____ day of _____, 2018.

Notary Public (SEAL)

MCE: _____

STATE OF ALABAMA

)

COUNTY OF _____

)

ACKNOWLEDGMENT

)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Kanti Sunkavalli, the CEO of the CoachSafely Foundation, whose name is signed to the foregoing Memorandum of Understanding, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same with all due authority and as the free and voluntary act of said nonprofit corporation on the day the same bears date.

GIVEN under my hand and official seal, on this the ____ day of _____, 2018.

Notary Public

(SEAL)

MCE: _____

RESOLUTION NO. 312-18

Sportsplex Road Final Change Order

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE FINAL CHANGE ORDER TO THE CONTRACT
BETWEEN THE CITY OF OPELIKA AND W.S. NEWELL & SONS INC.
CONSTRUCTION OF THE SPORTSPLEX CONNECTOR ROAD**

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

WHEREAS, the on May 1, 2018, Change Order Number 1 was approved by City Council with Resolution 087-18 to add \$75,172.50 for this change order, resulting in a new contract amount of \$1,754,546.00 to begin the removal of this unforeseen rock formation was discovered within the roadway grading limits; and

WHEREAS, during the remainder of the construction process, more rock formations were detected to be removed and other miscellaneous items were overrun during to process of construction of the Project;

WHEREAS, the presence and extent of said rock formations were not detected during the design of the Project and the removal of said rock formations are not in the contract to be performed by the contractor and other items were overrun during the construction procedure; and

WHEREAS, Change Order Number 2 to the Contract between the City and W. S. Newell and Sons, Inc. have been submitted to the City Council for approval; and

WHEREAS, Change Order Number 2 will increase the total contract amount by an

additional \$77,382.18 and the new and final contract cost of the project would be \$1,831,928.18; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of work for items not contemplated when the plans and specifications were prepared and bid, and the amount of the Change Order Number 2 does not exceed 10 percent of the contract price; and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 2; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 2.

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

1. That Change Order Number 2 to the Contract dated December 19, 2017, between the City and W. S. Newell & Sons, Inc., a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit "A", is hereby approved.
2. That the Mayor is hereby authorized and directed to execute Change Order Number 2 in the name and on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of

the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 2.

4. That the amount of the Change Order shall be paid from the 2011 Road Construction Bond Fund.
5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.
6. That this Resolution shall take effect upon its passage and adoption by the City Council.

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 OF THE
 CITY OF OPELIKA

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

RESOLUTION NO. 313-18

Subdivision Infrastructure Acceptance

Resolution No. _____

WHEREAS, the public works infrastructure and utilities listed below have been constructed and inspected in accordance with the City of Opelika Public Works Manual; and

WHEREAS, the City of Opelika has received from the developer a written statement of the constructed costs of said facilities, or an estimate by the City Engineer of the amounts in the amounts stated ; and

WHEREAS. Section 4.9 of the Subdivision Regulations require acknowledgement of the dedication of such infrastructure and utilities by the City Council.

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

1. That the City of Opelika hereby accepts dedication of the following streets in the Creek Stone Subdivision Phase II as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Creek Stone Drive-from South Uniroyal Road to 150-ft past Foxfire Lane
- Foxfire Lane-all
- Archer Way-from Creek Stone Drive to 150-ft past Foxfire Lane
- Archer Court-all
- Arbor Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 233,912
- Sanitary Sewer-\$ 208,850
- Drainage Culverts-\$ 217,204
- Water Lines-\$ 175,434

2. That the City of Opelika hereby accepts dedication of the following streets in the Eagle Ridge Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Eagle Ridge Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 44,800
- Sanitary Sewer-\$ 40,000
- Drainage Culverts-\$ 41,600
- Water Lines-\$ 33,600

3. That the City of Opelika hereby accepts dedication of the following streets in the Piney Woods Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Gabby Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 136,993
- Sanitary Sewer-\$ 66,800
- Drainage Culverts-\$ 36,570
- Water Lines-\$ 94,680

4. That the City of Opelika hereby accepts dedication of the following streets in the Tiger Town Corporate Park Subdivision as well as all drainage culverts, sanitary sewers, bridge and water mains that serve the land parcels abutting those streets:

- Corporate Park Drive-all
- Interstate Drive-from Hamilton Road to the cul-de-sac

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 319,704
- Sanitary Sewer-\$ 285,450
- Drainage Culverts-\$ 296,868
- Water Lines-\$ 239,778
- Bridge-\$ 2,250,000

5. That the City of Opelika hereby accepts dedication of the following streets in the Village at Midtown Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Executive Park Lane-all
- Dutch Court-all
- Cooper Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 116,424
- Sanitary Sewer-\$ 103,950
- Drainage Culverts-\$ 108,108
- Water Lines-\$ 87,318

6. That the City of Opelika hereby accepts dedication of the following streets in the Rockledge Point Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Rockledge Circle-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 70,840
- Sanitary Sewer-\$ 63,250

- Drainage Culverts-\$ 65,780
- Water Lines-\$ 53,130

7. That the City of Opelika hereby accepts dedication of the following streets in the National Village Subdivision Phase 1A as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- National Village Loop-from Robert Trent Jones Trail to Turkey Spur
- Turkey Trot Way-all
- Turkey Spur Lane-all
- Turkey Hill Circle-from National Village Loop to Turkey Spur Lane;

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 255,136
- Sanitary Sewer-\$ 227,800
- Drainage Culverts-\$ 236,912
- Water Lines-\$ 191,352

8. That the City of Opelika hereby accepts dedication of the following streets in the National Village Subdivision Phase 1B as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Quail Ridge-from Robert Trent Jones Trail to National Village Loop
- Quail Run-all
- Quail Cove-all
- National Village Loop-from National Village Parkway to Turkey Spur Lane

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 252,840
- Sanitary Sewer-\$ 225,750
- Drainage Culverts-\$ 234,780

- Water Lines-\$ 189,630

9. That the City of Opelika hereby accepts dedication of the following streets in the National Village Subdivision Phase 1C as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Quail Trace-all
- Lone Eagle Lane-all
- Lake Lodge Boulevard-from Robert Trent Jones Trail to National Village Parkway

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 227,808
- Sanitary Sewer-\$ 203,400
- Drainage Culverts-\$ 211,536,
- Water Lines-\$ 170,856

10. That the City of Opelika hereby accepts dedication of the following streets in the National Village Subdivision Phase 7B as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Double Eagle Lane-all
- National Village Parkway- Lake Lodge Boulevard to Double Eagle Lane

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 155,120
- Sanitary Sewer-\$ 138,500
- Drainage Culverts-\$ 144,040
- Water Lines-\$ 116,340

11. That the City of Opelika hereby accepts dedication of the following streets in the Northtown Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the

land parcels abutting those streets:

- Northtown Drive-all
- Compass Point-all
- Carriage House Lane-all
- Rocky Point Drive-all
- Bent Tree Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 173,264
- Sanitary Sewer-\$ 154,700
- Drainage Culverts-\$ 160,888
- Water Lines-\$ 129,948

12. That the City of Opelika hereby accepts dedication of the following streets in the Stephens Ridge Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Sawyer Drive-From Covington Avenue to cul-de-sac

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 32,480
- Sanitary Sewer-\$ 29,000
- Drainage Culverts-\$ 30,160
- Water Lines-\$ 24,360

13. That the City of Opelika hereby accepts dedication of the following streets in the Wyndham Gates Subdivision Phase 1 as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Lori Lane-from Tara Court to Wyndham Gates Boulevard
- Wyndham Gates Boulevard-all

- Tara Court-all
- Matsu Lane-all
- Samantha Court-all
- Meghan Court-all
- Jennifer Court-all
- Gwynne's Way-from Tara Court east to cul-de-sac

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 450,240
- Sanitary Sewer-\$ 402,000
- Drainage Culverts-\$ 418,080
- Water Lines-\$ 337,680

14. That the City of Opelika hereby accepts dedication of the following streets in the Wyndham South Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Straton Park-all
- McKinley Lane-all
- McKinley Drive-all
- Stillwood Way-all
- Ellington Lane-all
- Emory Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 316,624
- Sanitary Sewer-\$ 282,700
- Drainage Culverts-\$ 294,008
- Water Lines-\$ 237,468

15. That the City of Opelika hereby accepts dedication of the following streets in the Wyndham Industrial Drive Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Wyndham Industrial Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 119,448
- Sanitary Sewer-\$ 106,650
- Drainage Culverts-\$ 110,916
- Water Lines-\$ 89,586

16. That the City of Opelika hereby accepts dedication of the following streets in the Northeast Opelika Industrial Park as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Prosperity Drive-all
- Northpark Drive-from Pharmavite to the cul-de-sac for Golden State Foods

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 359,800
- Sanitary Sewer-\$ 321,250
- Drainage Culverts-\$ 334,100
- Water Lines-\$ 269,850

17. That the City of Opelika hereby accepts dedication of the following streets in the Streeter Subdivision as well as all drainage culverts, and water mains that serve the land parcels abutting those streets:

- Clapping Tree Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 60,000
- Drainage Culverts-\$ 25,000
- Water Lines-\$ 15,000

18. That the City of Opelika hereby accepts dedication of the following streets in The Villages at Waterford Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Waterford Boulevard-all
- Lismore Drive-all
- Lismore Lane-all
- Britany Lane-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 160,664
- Sanitary Sewer-\$ 143,450
- Drainage Culverts-\$ 149,188
- Water Lines-\$ 120,498

19. That the City of Opelika hereby accepts dedication of the following streets in the Cove Creek Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Cove Creek Drive-all
- Camellia Avenue-all
- Indigo Avenue-all
- Cahaba Street-from the intersection of Cove Creek Drive to 150-ft south of Indigo Avenue
- Fulton Court-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 227,080
- Sanitary Sewer-\$ 202,750
- Drainage Culverts-\$ 210,860
- Water Lines-\$ 170,310

20. That the City of Opelika hereby accepts dedication of the following streets in the Village Professional Park Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Village Professional Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 148,465
- Sanitary Sewer-\$ 132,550
- Drainage Culverts-\$ 137,852
- Water Lines-\$ 111,342

21. That the City of Opelika hereby accepts dedication of the following streets in the East Point Crossing Subdivision Phase 1 as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Eastpoint Way--all
- Eastpoint Court-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 115,024
- Sanitary Sewer-\$ 102,700
- Drainage Culverts-\$ 106,808
- Water Lines-\$ 86,268

22. That the City of Opelika hereby accepts dedication of the following streets in the Cedar Creek Subdivision Phase 2 as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Cedar Creek Drive-from Hillflo Avenue to Heatherbrook Drive
- Eddington Court-all
- Heatherbrook Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 160,552
- Sanitary Sewer-\$ 143,350
- Drainage Culverts-\$ 149,084
- Water Lines-\$ 120,414

23. That Mayor Gary Fuller is authorized to make the necessary financial adjustments to properly record the dedication of this public works infrastructure to the City of Opelika.

APPROVED AND ADOPTED this the _____ day of _____, 2018

Opelika City Council President

ATTEST:

Robert G. Shuman
City Clerk/Treasurer

RESOLUTION NO. 314-18

ALDOT Agreement for HSIP Project

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 Highway Safety Improvement Program (HSIP) project with partial funding by the Federal Highway Administration for the intersection improvement project on Columbus Parkway at 4th Street, 6th Street and 7th Street; and

WHEREAS, a proposed Agreement for Construction for Project HSIP-4119 (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 \$1,983,000.00 where the Federal share of this cost will be 90% or \$1,784,700 and the 10% City share will be \$198,300.

WHEREAS, this funding is to provide for the Preliminary Engineering (PE), Right-of-Way acquisition (RW), Utility relocation (UT), and Construction (CN) for the project.

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. \$198,300 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 OF THE
 CITY OF OPELIKA

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

**PRELIMINARY ENGINEERING, RIGHT - OF - WAY,
UTILITY, AND CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF OPELIKA
Lee County**

**Project No. HSIP-4119()
CPMS Ref# 100069300, 100069306, 100069307, and 100069301**

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 preliminary engineering, right-of-way acquisition, utility, and construction of intersection improvements on Columbus Parkway at 4th St., 6th St., and 7th St.

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. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Federal funds and 10 percent CITY funds. 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 90% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	\$ 151,200.00
City Funds	\$ 16,800.00

TOTAL (Incl Indirect Cost)	\$ 168,000.00

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 256,500.00
City Funds	\$ 28,500.00

TOTAL (Incl Indirect Cost)	\$ 285,000.00

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 288,000.00
City Funds	\$ 32,000.00

TOTAL (Incl CE&I and Indirect Cost)	\$ 320,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 1,089,000.00
City Funds	\$ 121,000.00

TOTAL (Incl CE&I and Indirect Cost)	\$ 1,210,000.00

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 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 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.

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.

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 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. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- 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. 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: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

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

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

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

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Intersection improvements on Columbus Parkway at 4th St., 6th St., and 7th St;
Project# HSIP-4119(); CPMS# 100069300, 100069306, 100069307, and 100069301;**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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.

I, the undersigned qualified and acting Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS

REV. 9/19/16

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.

Attachment: CM 11-20-18, ALDOT agreement HSIP (314-18 : ALDOT Agreement for HSIP Project)

STD CONTRACT EXHIBITS
REV. 9/19/16

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.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 1

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.F.R. parts 37 and 38;

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EXHIBIT H

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- 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,

STD CONTRACT EXHIBITS
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EXHIBIT H

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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.

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EXHIBIT H
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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.

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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.

STD CONTRACT EXHIBITS
REV. 9/19/16

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.

**STD CONTRACT EXHIBITS
REV. 9/19/16**

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).

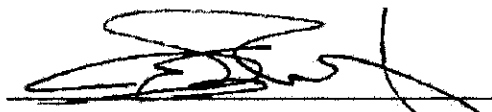
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications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


TRANSPORTATION DIRECTOR

November 1, 2017

DATE

1-20

Rev. 10/2017

RESOLUTION NO. 315-18

ALDOT Agreement for MPO Project

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 an Opelika/Auburn are Metropolitan Planning Organization (MPO) project with partial funding by the Federal Highway Administration for the improvements to Pepperell Parkway from Lowndes Street to West End Court (Five Points) and

WHEREAS, a proposed Agreement for Preliminary Engineering (PE) for Project STPOA-4118 (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 \$252,000 where the Federal share of this cost will be 80% or \$201,600 and the 20% City share will be \$50,400.

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. \$50,400 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 OF THE
CITY OF OPELIKA

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

**PRELIMINARY ENGINEERING
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF OPELIKA
Lee County**

**Project No. STPOA-4118()
CPMS Ref# 100068459**

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 (FEIN 63-6001334), hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the improvements to Pepperell Parkway from Lowndes Street to West End Court (Five Points).

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. 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. 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
FA STP Funds (Auburn-Opelika Dedicated)	\$ 201,600.00
City Funds	\$ 50,400.00

TOTAL (Incl Indirect Cost)	\$ 252,000.00

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 not be an eligible cost to the project.

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 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 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 not 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 COUNTY 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 license or 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 meet 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:

By: _____ City Clerk (Signature) _____ Type Name of Clerk (AFFIX SEAL)	City of Opelika, Alabama By: _____ As Mayor (Signature) _____ Type Name of Mayor
--	--

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

By: _____
 William F. Patty,
 Chief Counsel

RECOMMENDED FOR APPROVAL:

_____ Steven C. Graben, P.E. South East Region Engineer	_____ 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

Attachment: STPOA-4118()OPELIKA PE (315-18 : ALDOT Agreement for MPO Project)

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Improvements to Pepperell Parkway from Lowndes Street to West End Court
(Five Points); Project# STPOA-4118(); CPMS# 1000068459;**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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.

I, the undersigned qualified and acting Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

Attachment: STPOA-4118() OPELIKA PE (315-18 : ALDOT Agreement for MPO Project)

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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.

STD CONTRACT EXHIBITS

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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.

Attachment: STPOA-4118()OPELIKA PE (315-18 : ALDOT Agreement for MPO Project)

STD CONTRACT EXHIBITS

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EXHIBIT H

Page 1

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.F.R. parts 37 and 38;

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- 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,

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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.

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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.

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- 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.

Attachment: STPOA-4118()OPELIKA PE (315-18 : ALDOT Agreement for MPO Project)

STD CONTRACT EXHIBITS
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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.

STD CONTRACT EXHIBITS
REV. 9/19/16

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.

1-20

Rev. 10/2017

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).

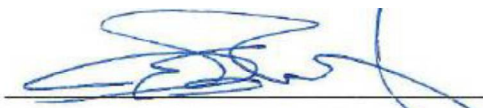
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications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

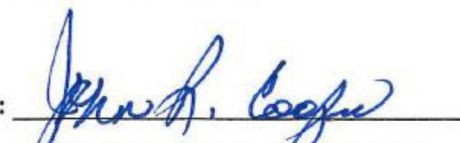
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

RESOLUTION NO. 316-18

Special appropriation, J.W. Darden - annual black tie gala.**RESOLUTION NO. _____**

WHEREAS, Doctor J. W. Darden was the first African-American medical doctor in Opelika, Alabama, and

WHEREAS, the J. W. Darden Foundation Inc. has been formed to honor and preserve the many contributions that Doctor Darden made to this community, and

WHEREAS, the J. W. Darden Foundation Inc. is holding their annual “Black Tie Legacy Gala” on February 2, 2019 to raise additional funds that are needed to support Medical Scholarships and the Darden Wellness Center, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilwoman Tiffany Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 would like to contribute a portion of their discretionary funds to the J. W. Darden Foundation Inc. to help sponsor the 2019 Black Tie Legacy Gala.

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

1. The City Council approves a special appropriation of \$2000.00 from the City Council discretionary funds as detailed below:

Patricia Jones	Ward 1 Reserve Fund	\$400.00
Tiffany Pitts	Ward 2 Reserve Fund	\$400.00
Dozier Smith T	Ward 3 Reserve Fund	\$400.00
Eddie Smith	Ward 4 Reserve Fund	\$400.00
David Canon	Ward 5 Reserve Fund	\$400.00

2. That the City Council hereby declares and determines that the expenditures of said public funds will serve a public purpose for the City of Opelika.
3. That Mayor Fuller and the Controller are hereby authorized and directed to transfer said funds as designated above to the appropriate account(s).

4. That the City Clerk-Treasurer is hereby authorized to prepare and process the appropriate document(s) so that a check can be prepared for \$2,000.00 payable to the J.W. Darden Foundation Inc.

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

ORDINANCE NO. 025-18-ORD

Amend Zoning Ord & Map, 2012 Frederick Road, R-5 to C-2, GC-P - 2nd Reading.

ORDINANCE NO. _____

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

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a R-5 District (High-Density Residential District) to a C-2, GC-P District (Office/Retail, Gateway Corridor Primary Overlay District), the parcel of land hereinafter described:

Beginning at the northwest corner of the southeast quarter of Section 23, Township 19 of Range 26 and run thence north 85 degrees and 30 minutes east 142 feet to the point of beginning of the tract of land to be here described and conveyed and from said last mentioned point of beginning run north 85 degrees and 30 minutes east 490 feet; thence north 19 degrees and 55 minutes west 845 feet; thence north 5 degrees and 30 minutes west 775 ; thence run north 4 degrees and 20 minutes west 1080 feet to the southerly margin of the public highway; thence south 71 degrees and 25 minutes west along said margin of said highway for a distance of 265 feet; thence South 4 degrees and 33 minutes east 2,606 feet to the point of beginning except those areas within the 17.8 acres previously zoned C-2, GC-P.

The above-described property contains 17.8 acres, more or less, and is located at 2012 Frederick Road, Opelika, Alabama.

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

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 026-18-ORD

Request Annexation, 19.9 Acres, 4100 Block Andrews Road, Robin Sanders - 2nd Reading.

Robin Floyd Sanders is requesting the annexation of four lots that total about 19.9 acres. The property is located on Andrews Road about ½ mile east of Exit 66 on Interstate 85; the property is undeveloped. Ms. Sanders plans to sell the property. At the October 23rd meeting, the Planning Commission voted to send a positive recommendation to City Council to annex the 19.9 acres and zone the property R-1. A Planning Commission report and Map are attached. This is a request to add the annexation ordinance on the agenda for 1st reading.

ORDINANCE NO. _____

ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF OPELIKA(ROBIN FLOYD SANDERS PROPERTY)

WHEREAS, on the 17th day of September, 2018, Robin Floyd Sanders (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, said petition has been presented to the Planning Commission of the City of Opelika at a regular scheduled meeting on October 23, 2018, and the Commission set forth a unanimous favorable recommendation for the City Council of the City of Opelika to consider said request for annexation of said property; 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:

Parcels 15, 16, 17 and 18, Plantation Place, part Three, according to and as shown by that certain plat of said subdivision prepared by Boles Engineering, dated October 5, 1990 and of record in Plat Book 16, at Page 59 in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property is located in the 4100 block of Andrews Road.

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. Upon annexation, the property annexed shall automatically be zoned R-1 (Rural) in accordance with Section 5.3 of the Zoning Ordinance.

Section 5. 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 6. This ordinance shall be published as provided by law in a newspaper of general circulation in the City of Opelika, Alabama.

Section 7. 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

CITY OF OPELIKA

Planning Commission Report

Action Requested:	Annexation and Zoning
Location of Property:	4100 block Andrews Road
Property Owner:	Robin Floyd Sanders
Current Zoning:	PJ (Planning Jurisdiction)
Proposed Zoning:	R-1
Existing Land Use:	Undeveloped
Adjacent Zoning/Land Use:	North: Planning Jurisdiction (PJ) South: C-2 & R-1 East: Planning Jurisdiction (PJ) West: Planning Jurisdiction (PJ)

Staff Comments

The applicant is requesting annexation of four lots that total about 19.9 acres. The property is undeveloped. The property is located on Andrews Road about ½ mile east of Exit 66 on Interstate 85.

The City limits are adjacent to the annexation property on the south side of Andrews Road and contiguous on the southeast side of the property. The property owner plans to sale the property as residential lots and believes the property is more marketable if the lots were in the City limits (i.e., City public schools and City 911 & fire services available).

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 is requesting a R-1 zoning district.

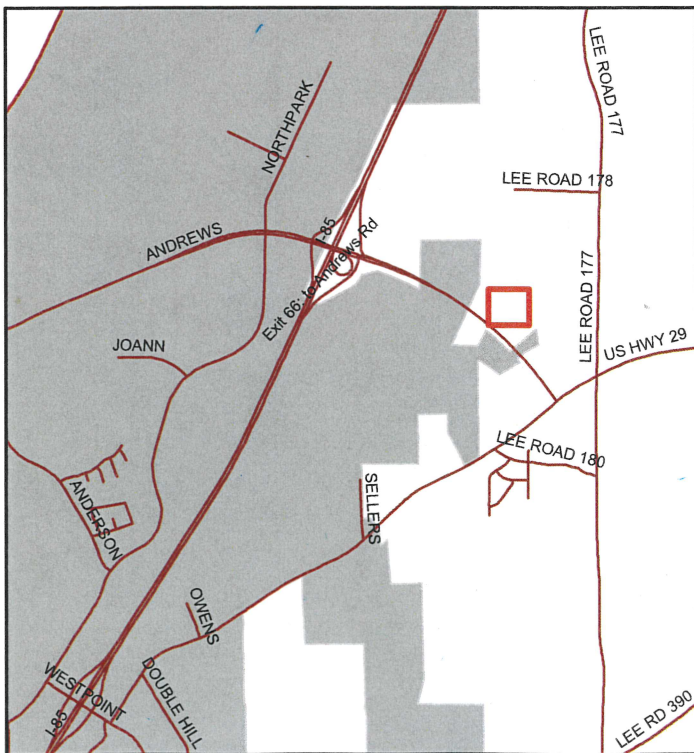
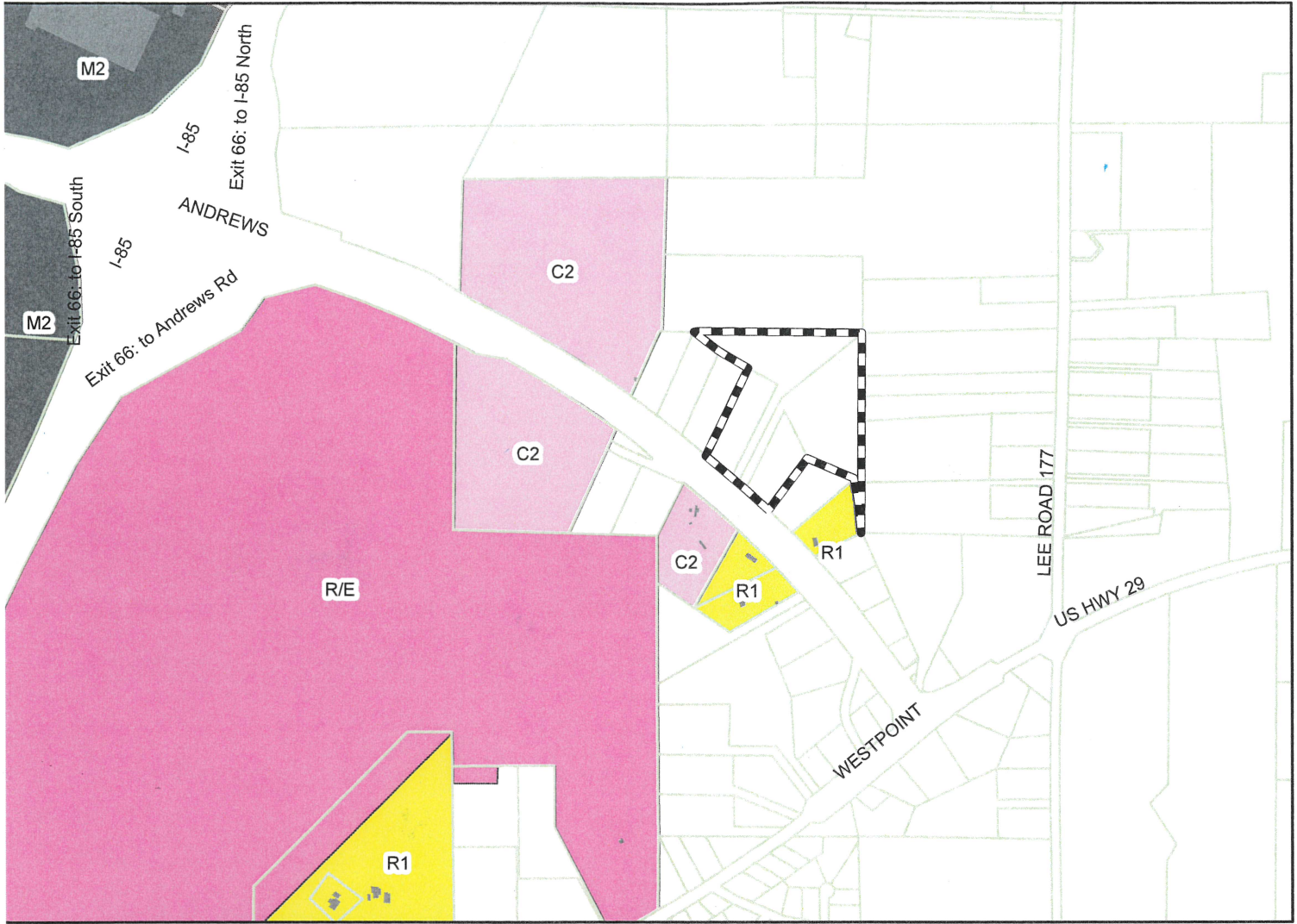
Staff recommends the Planning Commission send a positive recommendation to City Council to annex the 19.9 acres and zone the properties R-1.

At the October 23rd meeting, the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to City Council to annex 19.9 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 19.9 acres and zone the property R-1.

**ROBIN FLOYD SANDERS
4100 BLOCK ANDREWS ROAD
ANNEXATION C-6**

14.2.a



The applicant is requesting annexation of four lots that total 19.9 acres; the applicant is 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

ORDINANCE NO. 027-18-ORD

Change the January 1, 2019 council meeting date - 2nd Reading.**ORDINANCE NO. _____**

WHEREAS, under the authority of Section 2-161 of the Code of Ordinances of the City of Opelika, regular meetings of the City Council are held on the first and third Tuesday of each month; and

WHEREAS, the meetings of the City Council for the month of January 2019 is scheduled to be held on January 1, 2019 and January 15, 2019; and

WHEREAS, the 1st of January is a National Holiday, therefore the Council desires to re-schedule the first regular meeting in January 2019 from January 1, 2019 to January 2, 2019.

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

Section 1. The meeting of January 1, 2019 of the City Council is hereby canceled.

Section 2. The first regular meeting of the City Council for the month of January 2019 shall be held on January 2, 2019 beginning at 7:00 p.m. in the City Council chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama.

Section 3. Except as modified herein, the provisions of Section 2-161 of the Code of Ordinances of the City of Opelika shall continue in full force and effect with regular meetings of the City Council to be held on the first and third Tuesday of each month.

Section 4. That the City Clerk is hereby directed to notify the news media and all other interested parties of the change of date for the first regular meetings of the City Council in January 2019.

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

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

ATTEST:

CITY CLERK

TRANSMITTED to the Mayor on this the _____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED by the Mayor on this the _____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK