OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
February 4, 2020
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 city council members were present.

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

3. Invocation

Mr. Smith provided the invocation.

   1. Greg Smith from Trinity UMC.

4. Pledge of Allegiance

Blakely and Ava lead the Pledge of Allegiance.

   1. Blakely Parrish and Ava Thomas from Morris Avenue Intermediate School.

5. Reading of Minutes
   1. Minutes from the 1-21-2020 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor
   1. Reappoint Mike Hilyer to the Planning Commission. The new term ends 2-15-2026.
   Mayor Fuller announced the reappointment of Mike Hilyer to the Planning Commission.
   2. Recycle Right Campaign.
   Mayor Fuller asked Terry White, OES Director to come forward and announced the City's new Recycle Right Campaign. Leigh Krehling played a video explaining the Recycle Right campaign and superhero. Then Opelika's Recycle superhero made an appearance.

8. Citizen Communications

(Limit comments to five minutes or less). None

9. Report of Disbursements

10. Committee Reports

11. General Business
   1. Request by HS Sports Inc DBA Auburn Billards Sports Bar, Lounge Retail Liquor Class I & On Premise Beer License.

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

2. Public Hearing to Fix Assessment for Removal of Building - 207 Avenue A

Mr. Shuman presented the public hearing. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. Maurice Ward stated he had some old cars at 207 Avenue A that was demolished and would like to get them back. Mr. Ward also mentioned the cement walkway to the house was removed. President Smith asked Joey Motley, City Administrator, to get with Mr. Ward to see what could be done. Jeff Kappelman, Chief Inspector, also stated per city ordinance all personal property left on premises is covered by demolition notice. President Smith closed the public hearing.

3. Public Hearing to Fix Assessment for Removal of Building at 3307 Arnold Avenue

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

4. Public Hearing, Rezoning, 32.45 Acres, 2899 Gateway Drive

Mr. Shuman presented the public hearing. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said rezoning. Jerry Kelly stated his opposition to the rezoning of parcel 4 of the property off exit 58 which is part of request for the Capps Landing Entertainment District - PUD. Mr. Kelly provided eighteen wheeler ALDOT traffic count statistics. President Smith stated the City's engineering department has already taken into account the traffic count information. Mr. Kelly stated that said property could have a better land use other than for a trucking fueling station. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 022-20 One (1) 2020 Ford Transit Van - PD

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

2. Bids 023-20 Rocky Brook Culvert Replacement - ENG

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

3. Bids 024-20 Siemens Single-Phase Regulators W/ SEL Control Panel-OPS

This bid resolution repeals and replaces bid resolution 014-20 that was approved at the 1-21-20 city council meeting.

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

4. Bids 025-20 Columbus Parkway/Intellivest Stormwater Conveyance - ENG

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

13. Resolutions

1. Resolution 026-20 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 027-20 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 028-20 Authorization of Payment to East AL Paving Co Inc - PW

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

4. Resolution 029-20 Fix Assessment for Demolition of Building - 207 Avenue A

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

5. Resolution 030-20 Fix Assessment for Demolition of Building - 3307 Arnold Avenue

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

6. Resolution 031-20 Contract with Ozark Striping for city wide striping project.

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

7. Resolution 032-20 Grant application to U.S. EDA supplemental disaster funding - Eng.

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

8. Resolution 033-20 Appropriation contract FY2020 with Chamber of Commerce.

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

9. Resolution 034-20 Designate bank depositories and official signers on city bank accounts.

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

10. Resolution 035-20 Agreement with Intellivest Inc., Columbus Parkway drainage project.

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

11. Resolution 036-20 Agreement with Skipper Consulting, Regional Transportation Study.

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

12. Resolution 037-20 Engagement letter for legal counsel opposing quarry.

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

13. Resolution 038-20 City Council opposing proposed quarry

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

14. Ordinances

1. Ordinance Rezoning, 32.45 Acres, 2899 Gateway Drive - 2nd Reading

Mr. Canon introduced this ordinance for a first reading.

2. Ordinance Authorize Sale of City Property, 1506 Harper Street - 2nd Reading.

Mr. Smith T introduced this ordinance for a first reading.

3. Ordinance Set the Municipal Election of Officers and Voting Locations for August 25, 2020 - 2nd Reading.

Ms. Jones introduced this ordinance for a first reading.

15. Appointments

1. Reappoint Raven Harvis to the Board of Zoning Adjustments. The new term ends 2-11-2023.

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

2. Appointment Corey Grant to the LRCOG MPO Citizen Advisory Committee. The new term ends 11-05-2020.

Mr. Canon made the nomination to appoint Corey Grant. There were no other nominations. Mr. Canon then made the motion to add the appointment of Corey Grant to the council meeting agenda. Said motion was seconded by Ms. Jones. The following vote was recorded:

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

Nays None.

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

16. Adjourn

The City Council meeting minutes of February 4, 2020 are hereby adopted and approved this the 18th day of February, 2020.

/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. Character Trait of the Month - Loyalty, faithfulness to commitments or obligations.
2. Motion to adjourn,

The council meeting ended 7:36pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 02/04/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3948

CM MINUTES (ID # 3948)

Minutes from the 1-21-2020 city council meeting.

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

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
January 21, 2020
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 role.

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

Pastor Leo Douglass gave the invocation.

    1. Pastor Leo Douglass from the Lee Co. Ministerial Association.

4. Pledge of Allegiance

Genesis and Brooklyn lead the Pledge of Allegiance.

    1. Genesis Harvis and Brooklyn Turnham from Jeter Primary School.

5. Reading of Minutes
    1. Minutes from the 1-07-2020 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor
    1. City financial summary December 2019.

    Mayor Fuller passed out copies of the City's financial summary December 2019 to all the city council members.

    2. December 2019 Monthly Building Report

    Mayor Fuller called on Joey Motley, City Administrator, who provided a summary of the December 2019 Building report.

8. Citizen Communications

(Limit comments to five minutes or less) None.

9. Report of Disbursements

10. Committee Reports

11. General Business
    1. ARCH Investments LLC Dba 280 Marathon Request Wine and Beer Off Premise License.

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

2. Prime Food Mart LLC Dba 4Th Street Station Request Wine and Beer Off Premise License.

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

3. Takoyaki LLC Dba Takoyaki Request Restaurant Retail Liquor & on Premise Beer License.

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

12. Awarding of Bids

1. Bids 014-20 Siemens Single-Phase Voltage Regulators W/ SEL Control Panel - OPS

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

13. Resolutions

1. Resolution 015-20 Expense reports from various departmens.

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

2. Resolution 016-20 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 017-20 Request for a downtown bike race on 2-16-2020.

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

4. Resolution 018-20 Deny rezoning of property located at 1203 Crawford Road.

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

5. Resolution 019-20 Appoint new City Clerk/Treasurer and temporary Deputy City Clerk.

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 020-20 Contract with Sain Assoc., bicycle pedestrian master plan - Engineering.

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

7. Resolution 021-20 Proposal from CDG Engineers, remediation of Rocky Brook Road & Dam - Engineering.

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

14. Ordinances

1. Ordinance 002-20-ORD Amend Cannon Gate PUD Master Plan - 2nd Reading.

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

2. Ordinance 003-20-ORD Amend Zoning Ord & Map, Dickson Street, R-3 to I-1, 2nd Reading

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

3. Ordinance 004-20-ORD Amend Zoning Ordinance Section 9 Sign Regulations - 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

15. Appointments

None.

16. Adjourn

The City Council meeting minutes of January 21, 2020 are hereby adopted and approved this the ______ day of ______________, 2020.

/s/

____
President of City Council

ATTEST:

/s/

____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Character Trait of the Month - Integrity, adherence to moral and ehtical principles; soundness of moral character; honesty.
2. Motion to adjourn.

The council meeting ended at 7:15 pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 02/04/20 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3950

GENERAL BUSINESS (ID # 3950)

Request by HS Sports Inc DBA Auburn Billards Sports Bar, Lounge Retail Liquor Class I & On Premise Beer License.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/04/20 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3951

GENERAL BUSINESS (ID # 3951)

Public Hearing to Fix Assessment for Removal of Building - 207 Avenue A

COMMENTS - Current Meeting:

Mr. Shuman presented the public hearing. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. Maurice Ward stated he had some old cars at 207 Avenue A that was demolished and would like to get them back. Mr. Ward also mentioned the cement walkway to the house was removed. President Smith asked Joey Motley, City Administrator, to get with Mr. Ward to see what could be done. Jeff Kappelman, Chief Inspector, also stated per city ordinance all personal property left on premises is covered by demolition notice. President Smith closed the public hearing.

Cost Assessment Worksheet

Address	**Costs**
207 Avenue A	
Title Search	$208.00
Lis Pendens	$22.00
Release of Lis Pendens	$16.00
Certified Letters	$42.71
Demolition Cost	$18,900.00
Envioronmental fee assessment	$2,008.48
Total	$21,197.19

Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

Maurice Ward
P.O. Box 1107
Valley, Alabama 36854

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
207 Avenue A

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 207 Avenue A.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 207 Avenue A.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

NOTICE OF HEARING TO FIX THE AMOUNT OF ASSESSMENT
FOR THE REMOVAL OF THE BUILDING LOCATED AT
207 AVENUE A

Maurice Ward
P.O. Box 1107
Valley, AL 36854

NOTICE is hereby given that the building or structure located at 207 Avenue A, Opelika, Alabama has been demolished and removed as authorized and provided for by Resolution No. 249-19. The property upon which said building or structure was located is more particularly described as follows:

> From the point of intersection of the Northeasterly margin of South Third Street with the Southeasterly margin of Avenue A, in the City of Opelika, Lee County, Alabama, run thence North 47°36' East along the Southeasterly margin of Avenue A, 250.0 feet; thence South 42°24' East, 100.0 feet; thence South 47°36' West 100 feet; thence North 42°24' West 5.0 feet; thence South 47°36' West 150.0 feet; to the Northeasterly margin of South Third Street; thence North 42°24' West, along the Northeasterly margin of South Third Street, 150.0 feet, to the point of beginning. Being Lot 1, and part of Lots #14, #15, Block 9, as the same appears in the Lee County Probate Records, Town Plat Book 2, Page 9.
>
> Also being further described as Parcel Number 43-10-03-07-1-001-112.000, according to records maintained in the Lee County Revenue Commissioner's Office.

NOTICE is also given that the Building Official has caused to be prepared and submitted to the City Council a report showing all costs incurred in the demolition and removal of said building or structure. Said report has been delivered to the City Clerk of the City of Opelika and is now open for inspection in the Office of the City Clerk of the City of Opelika in the Municipal Building of the City of Opelika, Alabama.

NOTICE is also given that the City Council of the City of Opelika will meet on Tuesday, February 4, 2020, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204

South 7th Street, Opelika, Alabama to hear and determine any objections or defenses that might be filed to the fixing of costs by the City Council which it finds were reasonably incurred in the demolition and removal of said building or structure. The amount of said costs, as determined by the City Council, shall constitute a special assessment against the land upon which the building or structure was located, and shall constitute a lien on said property for the amount of the assessment. The lien shall be superior to all other liens on the property except prior recorded mortgages and other prior recorded security interests and liens for taxes and shall continue in force until paid.

This Notice is given under my hand on this the 24th day of January, 2020.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/04/20 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3954

GENERAL BUSINESS (ID # 3954)

Public Hearing to Fix Assessment for Removal of Building at 3307 Arnold Avenue

COMMENTS - Current Meeting:

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

Cost Assessment Worksheet

Address	**Costs**
<u>3307 Arnold Avenue</u>	
Title Search	$72.00
Lis Pendens	$14.00
Release of Lis Pendens	$8.00
Certified Letters	$68.50
Demolition Cost	$6,000.00
Total	$6,162.50

Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

Arthur E. Scoggins, Jr.
139 Lee Road 2087
Salem, Alabama 36874

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
3307 Arnold Avenue

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 3307 Arnold Avenue.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 3307 Arnold Avenue.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

Lisa A. Scoggins
2315 Airport Road
Opelika, Alabama 36801

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
3307 Arnold Avenue

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 3307 Arnold Avenue.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 3307 Arnold Avenue.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

CITY OF OPELIKA • ALABAMA

Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

AuburnBank
1967 East Samford Avenue
Auburn, Alabama 36830

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
3307 Arnold Avenue

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 3307 Arnold Avenue.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 3307 Arnold Avenue.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

CITY OF OPELIKA · ALABAMA
Legislative Office
Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

Max Credit Union
336 North Gay Street
Auburn, Alabama 36830

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
3307 Arnold Avenue

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 3307 Arnold Avenue.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 3307 Arnold Avenue.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

January 24, 2020

Autovest, LLC
26261 Evergreen Road, Suite 390
Southfield, MI 48076

RE: **NOTICE OF PUBLIC HEARING**
FIX ASSESSMENT OF COST FOR DEMOLITION
3307 Arnold Avenue

Dear Property Owner(s):

For your information and use, please find attached a copy of the "Notice of Public Hearing" to fix the amount of assessment for the removal of the building located at 3307 Arnold Avenue.

Said Notice of Public Hearing declares the Opelika City Council will hold a public hearing on **February 4, 2020**, at 7:00 p.m., in the City Council Chambers in the Municipal Building located at 204 South 7th Street, Opelika Alabama. The public hearing will be to hear and determine any objection or defenses to the fixing of costs associated with the removal of the building located at 3307 Arnold Avenue.

Please read and review the attached Notice of Public Hearing very carefully. Should you have any questions, you may contact Jeffrey Kappelman, Chief Building Inspector at 334-705-5420.

Yours very truly,

R. G. "Bob" Shuman, CMC
City Clerk - Treasurer

RGS: pc
Attachment
cc: Honorable Gary Fuller, Mayor
Joey Motley, City Administrator
Jeffrey Kappelman, Chief Building Inspector
Guy F. Gunter III, City Attorney

NOTICE OF HEARING TO FIX THE AMOUNT OF ASSESSMENT
FOR THE REMOVAL OF THE BUILDING LOCATED AT
3307 ARNOLD AVENUE

Arthur E. Scoggins, Jr.
139 Lee Road 2087
Salem, AL 36874

Lisa A. Scoggins
2315 Airport Road
Opelika, AL 36801

AuburnBank
1967 East Samford Avenue
Auburn, AL 36830

Max Credit Union
336 North Gay Street
Auburn, AL 36830

Autovest, LLC
26261 Evergreen Road, Suite 390
Southfield, MI 48076

NOTICE is hereby given that the building or structure located at 3307 Arnold Avenue, Opelika, Alabama has been demolished and removed as authorized and provided for by Resolution No. 250-19. The property upon which said building or structure was located is more particularly described as follows:

> Lot 1 of a Re-subdivision of Lots 1-2-3-4, Block "F" of the Springhill Heights Subdivision, as shown on map or plat of said subdivision filed for record in Plat Book 10, at Page 101, in the Office of the Judge of Probate of Lee County, Alabama.
>
> Also being further described as Parcel Number 43-09-05-15-1-000-054.001, according to records maintained in the Lee County Revenue Commissioner's Office.

NOTICE is also given that the Building Official has caused to be prepared and submitted to the City Council a report showing all costs incurred in the demolition and removal of said building or structure. Said report has been delivered to the City Clerk of the City of Opelika and is now open for inspection in the Office of the City Clerk of the City of Opelika in the Municipal Building of the City of Opelika, Alabama.

NOTICE is also given that the City Council of the City of Opelika will meet on Tuesday, February 4, 2020, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama to hear and determine any objections or defenses that might be filed to the fixing of costs by the City Council which it finds were reasonably incurred in the demolition and removal of said building or structure. The amount of said costs, as determined by the City Council, shall constitute a special assessment against the land upon which the building or structure was located, and shall constitute a lien on said property for the amount of the assessment. The lien shall be superior to all other liens on the property except prior recorded mortgages and other prior recorded security interests and liens for taxes and shall continue in force until paid.

This Notice is given under my hand on this the 24th day of January, 2020.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

Public Hearing, Rezoning, 32.45 Acres, 2899 Gateway Drive

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 4, 2020, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. ________

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

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

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

(a) Broad Metro, LLC heretofore submitted to the City a development plan for a planned unit development ("PUD") entitled Capps Landing Entertainment District PUD on approximately 32.45 acres.

(b) The proposed development is located in a C-2/GC-P District (office/retail, gateway corridor primary overlay district) and is located on the southeastern side of Gateway Drive and I-85.

(c) The property described in Section 3 below will be developed as a multi-use commercial planned unit development consisting of restaurants, retail shops, hotels, fueling station and outdoor/indoor recreational and entertainment businesses. The proposed development will have access to the property from Gateway Drive with access points aligning with Capps Landing and Capps Drive.

(d) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development, subject to certain requirements, conditions and modifications which are set forth in Section 2 below.

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

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City, subject to compliance with the following requirements, conditions and modifications:

(a) The truck fueling station will have only six (6) stalls/spaces for truck fueling and ten (10) spaces for truck parking.

(b) The proposed freestanding sign will conform to the maximum area and height requirements.

(c) The applicant will partner with the City to make infrastructure improvements to Gateway Drive and other infrastructure to mitigate traffic congestion.

(d) The applicant will provide 24-hour security monitoring truck parking ensuring trucks are parked in the stall/space for a maximum of one (1) hour.

(e) All buildings shall meet the Gateway Corridor Overlay cladding, including the support poles for the passenger fueling canopy, and landscaping requirements.

(f) Access easements or future streets shall be required to the Ward property to the northeast either in this phase or future phases if it cannot be accommodated due to topography or the property configuration.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-2/GC-P (Office/Retail, Gateway Corridor Primary District) to a Planned Unit Development (PUD) on the official zoning map of the City.

A parcel of land situated in the South half of Section 24 and the North half of Section 25, Township 19 North, Range 25 East, Lee County, Alabama, being more particularly described as follows:

Begin at a found 1" crimp, said point being the intersection of Interstate Highway 85 (right of way varies) and the East line of the Southwest one-quarter of said Section 24; thence leaving said right of way, run South 00 degrees 21 minutes 27 seconds West along the East line of said quarter-section for a distance of 835.97 feet to a found McCrory capped rebar; thence leaving the East line of said Section 24 run South 38 Degrees 54 Minutes 12 Seconds West for a distance of 736.91 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 42 Degrees 46 Minutes 46 Seconds East for a distance of 381.76 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 47 Degrees 17 Minutes 05 Seconds West for a distance of 228.57 feet to a set 5/8 inch capped rebar stamped CA-560-LS; said point marking the beginning of a curve turning to the right having radius of 922.93 feet, a central angle of 06 Degrees 45 Minutes 17 Seconds, a chord bearing of South 50 Degrees 39 Minutes 44 Seconds West, a chord length of 108.74 feet, thence along the arc of said curve for a distance of 108.81 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 59 Degrees 24 Minutes 36 Seconds East for a distance of 322.08 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 22 Degrees 24 Minutes 50 Seconds West for a distance of 216.39 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point lying on the North right of way of Gateway Drive, said point also lying on a curve turning to the right having a radius of 1,813.55 feet, a central angle of 22 degrees 30 minutes 27 seconds, a chord bearing of North 56 degrees 19 minutes 56 seconds West and a chord distance of 707.84 feet; thence run along the arc of said curve and along said right of way for 712.42 feet to a found concrete monument; thence run North 42 degrees 10 minutes 54 seconds West along said right of way for a distance of 285.13 feet to a found concrete monument; thence run North 29 degrees 34 minutes 26 seconds West along said right-of-way for a distance of 288.97 feet to a found concrete monument; thence run North 07 degrees 05 minute9 51 seconds West along said right of way for a distance of 195.06 feet to a found concrete monument being at the intersection of said right of way and the Southernmost right of way line of Interstate Highway 85 (right of way varies); thence run North 35 degrees 10 minutes 02 seconds East along .said Southernmost right of way for a distance of 249.80 feet to a set 5/8" capped rebar stamped GSA; thence run North 32 degrees 14 minutes 36 seconds East along said right of way for a distance of 201.18 feet to a found concrete monument; thence run North 55 degrees 39 minutes 38 seconds East along said right of way for a distance of 173.87 feet to a found concrete monument; thence run North 25 degrees 30 minutes 04 seconds East along said right of way for a distance of 185.16 feet to a set 5/8" capped rebar stamped GSA; thence run North 38 degrees 50 minutes 16 seconds East along said right of way for a distance of 233.55 feet to a found concrete monument; thence run North 59 degrees 14 minutes 24 seconds East along said right of way for a distance of 284.44 feet to a found concrete monument; thence run North 31 degrees 42 minutes 44 seconds West along said right of way for a distance of 40.00 feet to a set 5/8" capped rebar stamped GSA; thence run North 58 degrees 17 minutes 16 seconds East along said right of way for a distance of 433.71 feet to the POINT OF BEGINNNG. Said parcel contains 1,413,381 square feet or 32.45 acres more or less.

BEING THE SAME PROPERTY AS THE FOLLOWING:

Lot 1, Broad Metro, LLC Plat No. 1, as recorded on April 15, 2019 at Plat Book 42, Page 41 in the Office of the Probate Judge of Lee County, Alabama.

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

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

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

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

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ___day of _____________, 2020.

____

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the January ____, 2020, issue of your paper.

____

CITY CLERK

The applicant is requesting rezoning 32.45 acres from C-2, GC-P to PUD (Planned Unit Development) zoning district. The proposed development has a layout providing eight (8) lots in an area designated Phase 1. Two lots are for restaurant uses, two lots for hotel uses, and one lot each for the following: a gas station, retail use, storm water detention pond, and one lot not designated at this time. The gas/truck fueling station has 8,300 sf convenience store space, 20 gas pumps for passenger cars, 6 pumps for commercial trucks, and 10 parking stalls for trucks. Left turn lanes are proposed on Gateway Drive and right-turn decel lanes proposed leading to access points. Future access is required to the Ward property and east to Society Hill Road for this phase or a future phase. Planning Commission approved rezoning subject to the following: (1) Truck fueling limited to 6 pumps and truck parking limited to 10 spaces (2) Proposed freestanding sign must conform to maximum area and height requirements (3) City and applicant will partner to improve infrastructure to Gateway Drive and mitigate traffic congestion (4) Applicant provide 24-hour security that monitors truck parking to comply with the one hour maximum parking limit. At the December 17th meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to CC to rezone the property. This rezoning was reviewed by CC at the Jan 7th CC WS.

COMMENTS - Current Meeting:

Mr. Shuman presented the public hearing. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said rezoning. Jerry Kelly stated his opposition to the rezoning of parcel 4 of the property off exit 58 which is part of request for the Capps Landing Entertainment District - PUD. Mr. Kelly provided eighteen wheeler ALDOT traffic count statistics. President Smith stated the City's engineering department has already taken into account the traffic count information. Mr. Kelly stated that said property could have a better land use other than for a trucking fueling station. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested:	Rezoning - from C-2/GC-P to PUD		
Location of Property:	2899 Gateway Drive		
Property Owner:	Broad Metro, LLC, Jason Forbus (authorized representative)		
Current Zoning:	C-2/GC-P		
Proposed Zoning:	PUD (Planned Unit Development)		
Existing Land Use:	Undeveloped		
Surrounding Zoning Districts And Land Uses:	North	C-3 (GC-P)	Lowes/Vacant
	South	C-3 (GC-P)	LaQuinta/Vacant
	East	C-2 (GC-P)	Vacant
	West	C-3 (GC-P)	Freddie's/Tiger Fuel/Vacant

This application previously received a recommendation from the City of Opelika Planning Commission. The City Council requested the Planning Commission re-evaluate the impacts of the uses on existing traffic and the height and size of the sign.

The applicant is requesting rezoning 32.45 acres from C-2 (office/retail) zoning district with a Gateway Corridor Primary overlay to a planned unit development (PUD) zoning district. The property already has a land use of mixed-use. The proposed development has a schematic layout for eight (8) lots over this subject area designated Phase 1. Future phases would require amendment to the master plan and PUD or need to meet the standards for the C-2 zoning as they are not part of this request. All of the lots are proposed to be commercial.

USES

The applicant has designated parcels 1B and 2 as restaurant uses. Parcel 3 has a showcase designation with a proposed outdoor recreation use. Parcel 4 is would be designated as a gas station or more specifically a truck fueling station. Parcel 5 is designated as retail use. Parcel 6 will contain a detention pond and has no other use noted. Parcels 7 and 8 are designated as hotel uses. Parcel 1A does not have a specific use shown. The current plan also shows Phases II and III as future options. They are not part of this request.

The gas/truck fueling station also contains elevations showing how the building would look. This structure appears to meet the requirement of the gateway corridor cladding requirements. Staff recommends the columns for the passenger fueling canopy also be clad in brick or a corridor approved material. A truck fueling station is not allowed in the C-2 zone and this is one of the reasons for the rezoning to a PUD. The truck fueling station has an 8,300 square foot convenience area with 20 gas pumps for passenger cars located along Gateway Drive and 6 pumps for commercial trucks located behind the convenience store section. The area behind the building would also have 10 parking stalls for truck parking. The proposed fueling station will not have any shower facilities, repair, or maintenance facility or overnight accommodations.

The other uses proposed are consistent with the development pattern both across Gateway Drive and across I-85 in the Tiger Town area. Staff does feel that the proposed uses are somewhat narrowly designated and may limit future development of this property if market conditions or site development requirements change. Staff recommends that Parcels 1A, 1B,2,3,5, 7 and 8 be more generally defined to allow commercial uses to include restaurant, hotels, and fully enclosed retail to include clothing, home goods, books, electronics, sporting goods, office supply, furniture and similar uses.

ACCESS

The proposed development would have access to the property from Gateway Drive with the access points aligning with Capps Landing and Capps Drive. The applicant has provided staff with a traffic study for the area examining the impacts of the proposed development. The City Engineer reviews the specifics later in the document. The proposed master plan also shows left turn lanes being installed on Gateway Drive going south/east bound at these intersections. The plan also shows a right turn deceleration lane leading to both of these access points. The current plan has public drives surrounding Parcel 4 with access leading to a future Phase 2 to the southeast property currently owned by Capps Family Property, LLC. Due to the size of this property and the location between Gateway Drive and Society Hill Road, staff recommends that this phase or the next phase accommodate future access the Ward property to the east and Society Hill Road. The topography and configuration of the current phase may preclude the addition of this access at this time, but staff wants to put the developer or future developers on notice that access will be required with future development.

The City Council previously denied the request recommended by the Planning Commission at their August 27, 2019 meeting. After more discussions with the applicant, the City Council made a recommendation for this request to be reheard by the Planning Commission. At their December 3rd meeting, the City Council sent the request back to the Planning Commission with the following requirements:

1. The truck fueling station will have only six (6) stall/spaces for truck fueling and ten (10) spaces for truck parking.
2. The proposed freestanding sign will conform to the maximum area and height requirements
3. The applicant will partner with the City to make infrastructure improvements to Gateway Drive and other infrastructure to mitigate traffic congestion
4. The applicant will provide 24-hour security monitoring truck parking ensuring trucks are parked in the stall/space for a maximum of one (1) hour.

Staff Recommendation

Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from C-2/GC-P to PUD subject to the following:

1. **The truck fueling station will have only six (6) stall/spaces for truck fueling and ten (10) spaces for truck parking.**
2. **The proposed freestanding sign will conform to the maximum area and height requirements**
3. **The applicant will partner with the City to make infrastructure improvements to Gateway Drive and other infrastructure to mitigate traffic congestion**
4. **The applicant will provide 24-hour security monitoring truck parking ensuring trucks are parked in the stall/space for a maximum of one (1) hour.**
5. **All building shall meet the Gateway Corridor Overlay cladding, including the support poles for the passenger fueling canopy, and landscaping requirements.**
6. **Access easements or future streets shall be required to the Ward property to the northeast either in this phase or future phases if it cannot be accommodated due to topography or the property configuration.**

At the June 25th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to the City Council to rezone 32.45 acres from C-2, GC-P to a PUD (Planned Unit Development) zoning district. This recommendation includes the Commissioner's approval of Staff Recommendations provided in the report with the exception of the proposed development signage on I-85. The Planning Commission recommended the applicants proposed signage for City Council review.

December 17, 2019 Report Continue ...

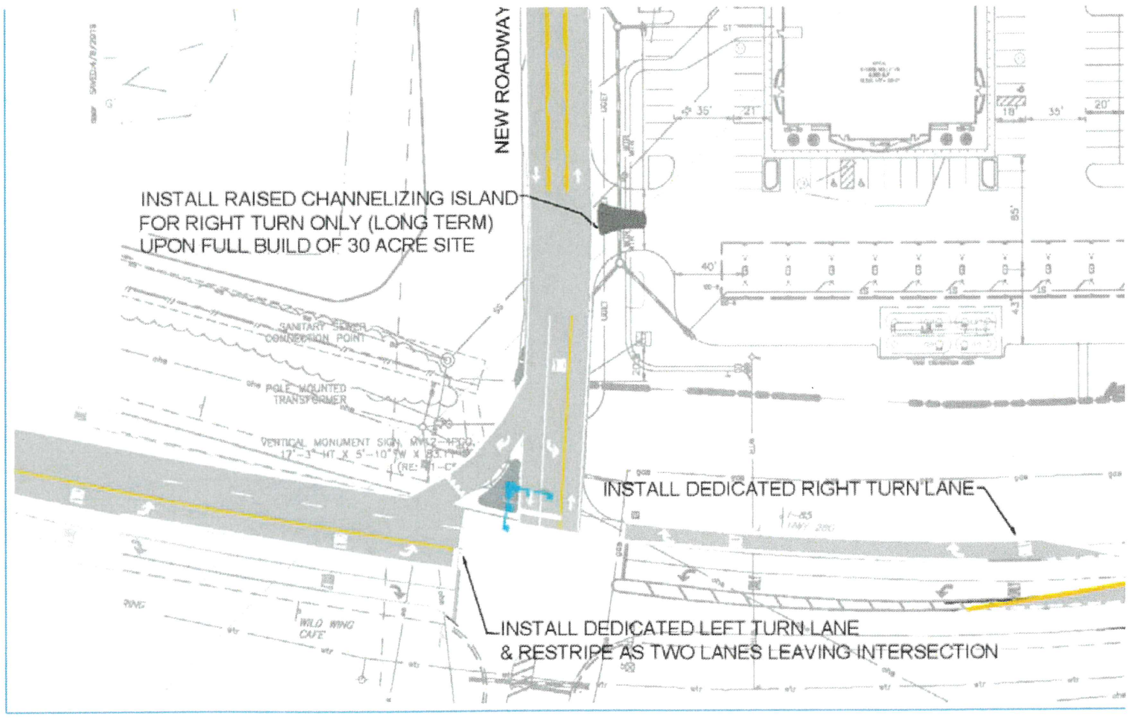
Engineering Department Report

The Engineering Department has no comments or concerns with this rezoning application and recommends approval and a positive recommendation to City Council.

The Engineering Department is working with the proposed developer to introduce further improvements to Gateway Drive between I-85 and Society Hill Road to increase the capacity of the existing roadway through this area. Some of the improvements will be to add a second through lane on the eastbound Gateway Drive through the signal at Capps landing and through the intersection of Capps Drive.

The applicant has submitted a traffic impact study for this development and the key items identified are listed below:

- The purpose of the study is to achieve the following objectives:
  - Assess existing traffic conditions
  - Estimate traffic to be generated by the proposed development
  - Predict the directions distribution of the site generated traffic
  - Determine what roadway and traffic control improvements would be required to accommodate the proposed development that will minimize the impact to the existing infrastructure.
- Signal and intersection improvements to Capps Landing and Gateway Drive will be needed to accommodate a new roadway. This intersection improvement is illustrated below:

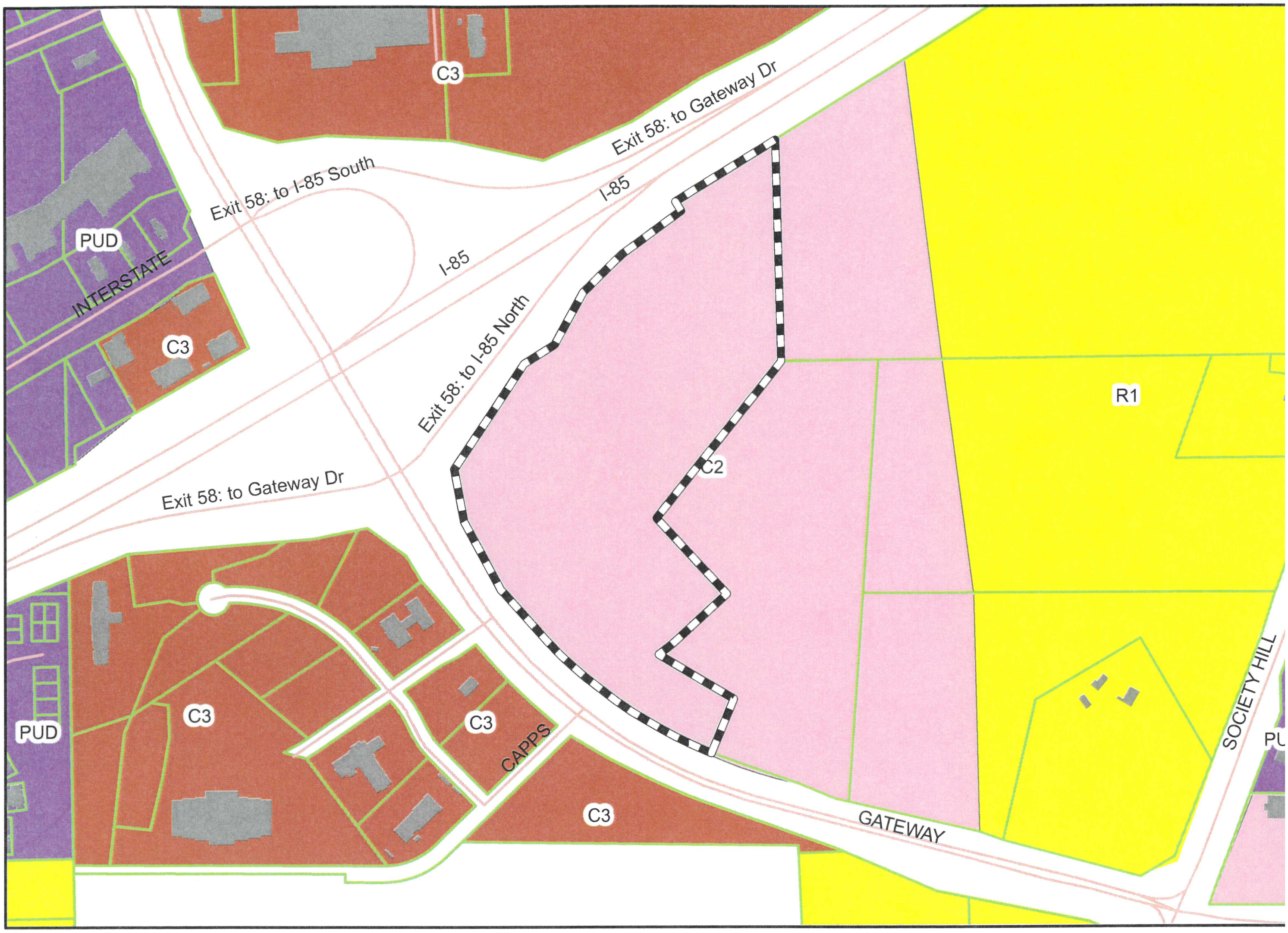


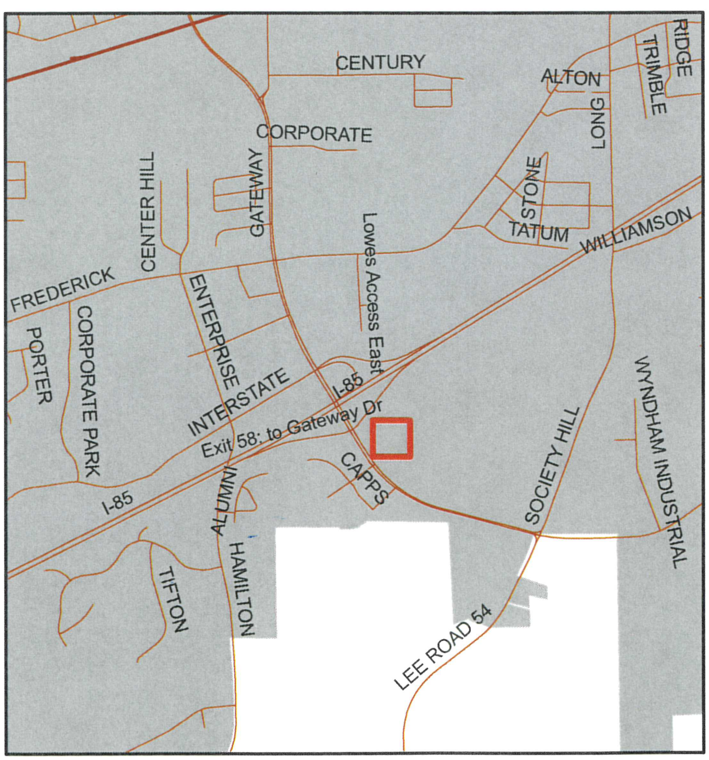
- Summary: The proposed improvements to the intersection of Capps Landing and Gateway Drive, along with revised signal timing patterns should provide adequate traffic flow to and from the proposed development. The increased traffic to and from the interstate, where most of the increase is expected to occur, should be handled with the left turn signal into the development as well as the right turn lane from the development. This right turn lane should adequately convey traffic back to the interstate without significant delays on the roadway.

- The analysis of the traffic signal at Capps Landing and Gateway Drive was reported as follows:
    - The existing Level Of Service (LOS) as analyzed by the traffic engineer, for this intersection is C/B for am/pm traffic
    - The proposed LOS, as analyzed by the traffic engineer, for this intersection after the development is built out and signal is re-timed is B/B

At the December 17th meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to the City Council to rezone the 32.45 acres from C-2, GC-P to PUD with staff recommendations as provided on page 3 of this report.

BROAD METRO REZONING
2899 GATEWAY DRIVE
C-2, GC-P to PUD





The applicant is requesting approval to rezo 32.45 acres from commercial to a planned u development consisting of a gas stati restaurants, and a sports entertainment use.

Subject Property

PHASE I PARCEL DATA		
PARCEL	PROPOSED USE	ACREAGE
PARCEL 1A	TBD	1.27
PARCEL 1B	RESTAURANT	1.10
PARCEL 2	RESTAURANT	2.47
PARCEL 3	SHOWCASE	10.31
PARCEL 4	GAS STATION	5.56
PARCEL 5	RETAIL	2.00
PARCEL 6	DETENTION	1.35
PARCEL 7	HOTEL	2.22
PARCEL 8	HOTEL	2.63
ROW	PUBLIC ROAD	6.53

REVISIONS
NO. | DESCRIPTION | DATE

TITLE
MASTER CONCEPTUAL LAYOUT PLAN
PROPOSED DEVELOPMENT
GATEWAY DRIVE (HWY 280)
OPELIKA, ALABAMA
BROAD METRO, LLC
OLD WESTBURY, NY

DWN. BY	CKD. BY	SCALE	DATE
TONY MUGGEO, PLS	TONY MUGGEO, PLS	1"=100'	4/9/19

GONZALEZ - STRENGTH & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
2176 PARKWAY LAKE DRIVE
HOOVER, ALABAMA 35244
PHONE: (205) 942-2486
FAX: (205) 942-3033
www.Gonzalez-Strength.com

NOT FOR CONSTRUCTION
NOT VALID UNLESS SIGNATURE IS SHOWN

DWG.NO. CP1-0
PROJECT 18-0331

N:\2018 Projects\Broad Metro LLC\Opelika - Kadsi\Land Planning\Concept Dwgs\Opelika Base - Color Concept plan B(11-20-19).dwg Nov 21,2019 - 1:14 pm

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 022-20

Meeting: 02/04/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3959

One (1) 2020 Ford Transit Van - PD

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for one (1) 2020 Ford Transit Van for the Police Department; and

WHEREAS, Lonnie Cobb Ford submitted the lowest bid in the amount of $33,513.00; and

WHEREAS, funds for this purchase will come from Capital Outlay;

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

1. That the purchase be awarded to Lonnie Cobb Ford on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Lonnie Cobb Ford in the total amount of $33,513.00.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2020.

____
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:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

FACT SHEET

SUBJECT: Sealed Bid #20006 – We are asking the Council to approve a purchase of One (1) 2020 Ford Transit Van

FACTS:

- Bid opening date – 1/27/20
- User Department – Police
- The bid was mailed to 12 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Lonnie Cobb Ford on their low bid meeting specifications in the total amount of $33,513.00.**

BID# 20006 DATE: 1/27/20 DEPT: POLICE			12 VENDORS INVITED
DESCRIPTION: ONE (1) 2020 FORD TRANSIT VAN			2 BIDS RECEIVED
VENDOR	**TOTAL**	**DEL**	**TERMS**
ALLAN VIGIL FORD FLEET			
CAPITOL CHEVROLET INC			
CARL GREGORY FORD-LINC-MERC			
CHUCK STEVENS AUTOMOTIVE INC			
GLYNN SMITH CHEVROLET BUICK GMC			
KING FORD-CHRY-PLYM-DODG			
LEGACY FORD INC			
LONG-LEWIS OF THE SHOALS INC			
OPELIKA CHRYSLER DODGE JEEP RAM			
OPELIKA FORD			
STIVERS FORD LINCOLN MAZDA			
TALLASSEE AUTOMOTIVE INC			
Creative Bus Sales	$ 54,000.00	65 days	--
Lonnie Cobb Ford	**$ 33,513.00**	**120-180 days**	**--**

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 023-20

Meeting: 02/04/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3960

Rocky Brook Culvert Replacement - ENG

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for Rocky Brook Culvert Replacement for the Engineering Department; and

WHEREAS, Hudmon Construction Co., Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funding for this project will come from Unassigned funds;

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

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

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Hudmon Construction Co., Inc. in the amount of $366,402.00.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2020.

____
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:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

Council Meeting: 2/4/20

FACT SHEET

SUBJECT: Sealed Bid – Bid #20008 – We are asking the Council to approve a contract for Rocky Brook Culvert Replacement

FACTS:

- Bid opening date – 1/28/20
- User Department – Engineering
- The bid was mailed to 12 vendors
- 6 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Hudmon Construction Co., Inc. on their low bid meeting specifications in the amount of $366,402.00.**

BID# 20008 DATE: 1/28/20 DEPT: ENGINEERING				12 VENDORS INVITED
DESCRIPTION: ROCKY BROOK CULVERT REPLACEMENT				6 BIDS RECEIVED
VENDOR	TOTAL	TERMS	DISCOUNT	
AAA GENERAL CONTRACTORS INC				
ALEXANDER CONTRACTING CO INC				
CB AND A CONSTRUCTION	$ 533,855.73			
D & J ENTERPRISES INC				
EAST AL PAVING CO INC				
JBAR CONSTRUCTION				
KADELL INDUSTRIES				
ROBINSON PAVING CO	$ 503,705.00			
SOUTHERN CONTRACTORS	$ 420,000.00			
TAKCO CONSTRUCTION				
WARR GRADING CONTRACTOR INC				
WS NEWELL AND SONS INC				
Evergreen Erosion Control LLC	$ 378,565.00			
Hudmon Construction Co., Inc.	**$ 366,402.00**			
Scott Bridge Co., Inc.	$ 697,766.03			

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 024-20

Meeting: 02/04/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3956

Siemens Single-Phase Regulators W/ SEL Control Panel-OPS

RESOLUTION NO. _________

RESOLUTION AWARDING CONTRACT TO SIEMENS INDUSTRY, INC., FOR SIEMENS SINGLE-PHASE VOLTAGE REGULATOR WITH SEL CONTROL

WHEREAS, the City of Opelika, Alabama (the "City") has heretofore advertised for bids for Siemens single-phase voltage regulators with SEL control panel (Bid No. 20004) in accordance with specifications on file in the office of the Purchasing/Revenue Manager; and

WHEREAS, on January 6, 2020, bids were received, duly opened and read aloud; and

WHEREAS, Siemens Industry, Inc., was the sole responsible bidder meeting specifications; and

WHEREAS, the Director of Opelika Power Services has recommended the award for the purchase of single-phase voltage regulators under Bid No. 20004 to Siemens Industry, Inc., on its low per unit price of $32,510; and

WHEREAS, Opelika Power Services anticipates that over the life of the Contract it will purchase up to 19 units at a total cost of no more than $617,690; and

WHEREAS, the Director of Opelika Power Services has certified that funds for the contract are available in the System Expansion and Upgrade Fund.

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

1. That Bid No. 20004 for single-phase voltage regulators with SEL control panel be and the same is awarded to Siemens Industry, Inc., on its low per-unit price of $32,510.

2. That the Mayor is hereby authorized and directed to execute and deliver or

cause to be executed and delivered such contracts, notices, certificates, assurances or other instruments or communications as are deemed necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the amounts to be paid to Siemens Industry, Inc., under and pursuant to this Resolution shall be paid from the System Expansion and Upgrade Fund, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries to implement the provisions of this Resolution.

3. That the Purchasing-Revenue Manager is hereby directed to issue purchase orders to Siemens Industry, Inc., for the provision of goods and services as outlined in the bid proposal.

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

5. That Resolution No. 014-20 is hereby repealed and is replaced by this Resolution.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2020.

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

ATTEST:

CITY CLERK

COMMENTS - Current Meeting:

This bid resolution repeals and replaces bid resolution 014-20 that was approved at the 1-21-20 city council meeting.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 025-20

Meeting: 02/04/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3961

Columbus Parkway/Intellivest Stormwater Conveyance - ENG

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for Columbus Parkway/Intellivest Stormwater Conveyance for the Engineering Department; and

WHEREAS, Evergreen Erosion Control, LLC submitted the lowest bid meeting specifications; and

WHEREAS, funding for this project will come from Unassigned funds;

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

1. That the contract be awarded to Evergreen Erosion Control, LLC on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Evergreen Erosion Control, LLC in the amount of $738,972.50.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2020.

____
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:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

FACT SHEET

SUBJECT: Sealed Bid – Bid #20009 – We are asking the Council to approve a contract for Columbus Parkway/Intellivest Stormwater Conveyance

FACTS:

- Bid opening date – 1/28/20
- User Department – Engineering
- The bid was mailed to 12 vendors
- 5 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Evergreen Erosion Control, LLC on their low bid meeting specifications in the amount of $738,972.50.**

BID# 20009 DATE: 1/28/20 DEPT: ENGINEERING				12 VENDORS INVITED
DESCRIPTION: COLUMBUS PARKWAY/INTELLIVEST STORMWATER CONVEYANCE				5 BIDS RECEIVED
VENDOR	TOTAL	TERMS	DISCOUNT	
AAA GENERAL CONTRACTORS INC				
ALEXANDER CONTRACTING CO INC				
CB AND A CONSTRUCTION				
D & J ENTERPRISES INC				
EAST AL PAVING CO INC				
JBAR CONSTRUCTION				
KADELL INDUSTRIES				
ROBINSON PAVING CO	$ 1,063,130.00			
SOUTHERN CONTRACTORS				
TAKCO CONSTRUCTION				
WARR GRADING CONTRACTOR INC				
WS NEWELL AND SONS INC				
Evergreen Erosion Control LLC	**$ 738,972.50**			
H & L Construction, Inc.	$ 1,121,335.00			
Hudmon Construction Co., Inc.	$ 770,419.00			
Scott Bridge Co., Inc.	$ 945,578.11			

RESOLUTION NO. 026-20

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
-----------------------	-------------------	------------
Gary Fuller	Mayor	6,618.85
Gary Fuller	Mayor	3,402.95
Eddie Smith	President City Council	411.80
Lori Huguley	Economic Development	3,402.95

) 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 _______________, 2020.

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 Gary Fuller

DEPARTMENT Department Mayor's office

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI 3/20/2020	Korea		6,818.85									6,818.85
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	6,818.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,818.85

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: 9

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS: 0%

NATURE OR PURPOSE OF TRAVEL: Economic Development trip to Korea

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
	Acct To [illegible]	
	Rcts Verified	
	Footing Verified DS	
	Inv. Price to Price	
	Ok To Pay	
	A/C # Verified	

Employee Gary Fuller

Department Mayor's office

SIGNATURE [signature]

APPROVED BY

EXPENSE REPORT

NAME Name Gary Fuller

DEPARTMENT Department Mayor's Office 11050

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU 1/16/20	Flight to London		3,402.95									3,402.95
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	3,402.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,402.95

WEEKLY TOTAL EXPENSES

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

Ok To Pay

NUMBER OF DAYS AWAY FROM HOME: 10

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS: 0%

NATURE OR PURPOSE OF TRAVEL: Economic Develoment Farmborough Air Show Convention

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

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Eddie Smith

DEPARTMENT Legislative

PERIOD ENDING 1/30/2020

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU	Washington, D.C.		411.80									411.80
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	411.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	411.80

WEEKLY TOTAL EXPENSES

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

Acct. No.
Exp Verified DS
Routing
Inv. Price = Po Price
Ok To Pay
A/C # Verified

NUMBER OF DAYS AWAY FROM HOME 1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Congressional Dinner

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
1/10/20	Air Flight	411.80

Eddie Smith

City Council

SIGNATURE Eddie Smith

APPROVED BY

EXPENSE REPORT

NAME
Lori Huguley

DEPARTMENT
Department Economic Development 111050

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI 1/17/20	Flight to London		3,402.95									3,402.95
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	3,402.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,402.95

WEEKLY TOTAL EXPENSES

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

[illegible]
Ok To Pay
[illegible]

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Economic Development Farnborough Air Show

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

Lori Huguley
Economic Development

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

RESOLUTION NO. 027-20

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	Rear Chevrolet Tahoe Seats	NA
2.	1	Ea.	Sharp Copier	NA
3.	1	Ea.	Skutt Kiln	NA
4.	1	Ea.	Skutt Kiln	NA

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 ________________, 2020.

C.E. “Eddie” Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 028-20

Authorization of Payment to East AL Paving Co Inc - PW

RESOLUTION NO. _________

A RESOLUTION AUTHORIZING PAYMENT
TO EAST ALABAMA PAVING CO., INC.

WHEREAS, the City of Opelika, Alabama (the "City") heretofore authorized East Alabama Paving Co., Inc., ("East Alabama Paving") to resurface the parking lot of the Wood Duck Heritage Preserve and Siddique Nature Park located at 3600 Waverly Parkway; and

WHEREAS, East Alabama Paving completed said work on or before December 10, 2019; and

WHEREAS, an invoice for said resurfacing work in the amount of $21,470, a copy of which is attached hereto as Exhibit "A", has been received and approved by the Director of Public Works; and

WHEREAS, the City will be reimbursed for the payment of said invoice from state grant funds.

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

1. That the invoice submitted by East Alabama Paving is hereby approved, and the Purchasing-Revenue Manager is authorized and directed to issue a purchase order in the amount of $21,470 to East Alabama Paving.

2. That the funds to pay said invoice shall come from the Unassigned Fund Balance,

and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution. Qualifying state grant funds shall be used to reimburse the General Fund for payment of said invoice.

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.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2020.

____

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

ATTEST:

CITY CLERK

EXHIBIT "A"

East Alabama Paving Co., Inc.
Post Office Box 2630
Opelika, AL 36803-2630

INVOICE							
Mr. Mike Hilyer							
ESG							
700 Fox Trail							
Opelika, AL 36801							
RE: Bird Sanctuary - Waverly Parkway, Opelika, AL							
Pay Request Number 1 FINAL - December 10, 2019							
			Unit	***This Month***		***To Date***	
Item No.	***Item Description***	***Unit***	***Price***	***Quantity***	***Amount***	***Quantity***	***Amount***
1	Subgrade Preparation, Crushed Stone Base,	Lump Sum	$ 21,470.00	1.000	$ 21,470.00	1.000	$ 21,470.00
	2" Bituminous Concrete Wearing Layer,						
	Striping						
Total Amount Earned					$ 21,470.00	////////////////	$ 21,470.00
Less:	*Previous Payment*					////////////////	
	Retainage				$ -	////////////////	
Total Amount Due This Invoice					**$ 21,470.00**	////////////////	**$ 21,470.00**

East Alabama Paving Co., Inc.

John E. Fuller
Vice President - Operations

RESOLUTION NO. 029-20

Fix Assessment for Demolition of Building - 207 Avenue A

RESOLUTION NO. ________

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR

DEMOLITION AND REMOVAL OF BUILDING

LOCATED AT 207 AVENUE A

WHEREAS, the building or structure located at 207 Avenue A, Opelika, Alabama has been demolished and removed as provided for by Resolution No. 249-19, and the Building Official of the City of Opelika has caused to be prepared a report showing the costs incurred in the demolition and removal of said building or structure and the amount proposed to be assessed against the land upon which said building or structure was located; and

WHEREAS, said report was heretofore delivered to the City Clerk of the City of Opelika and was open for inspection in the Office of the City Clerk of the City of Opelika; and

WHEREAS, the 4th day of February, 2020, at 7:00 p.m. in the City Council Chambers in the Municipal Building in the City of Opelika was the date, time and place heretofore appointed to hear and determine any objections or defenses that might be filed to the fixing of said costs, the proposed assessment, or the amount thereof; and

WHEREAS, the City Clerk has heretofore given notice of said meeting at which the fixing of said costs shall be considered by first class mail to all entities having an interest in the property; and

WHEREAS, the City Council met at the designated time and place to pass upon all such objections to and protests against the proposed assessment; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against said property should be in accordance with the amount shown on the report heretofore delivered by the Building Official to the City Council.

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

1. That the sum of $21,197.19 is hereby determined to be the amount reasonably incurred in the demolition and removal of the building located at 207 Avenue A, Opelika, Alabama and said assessment shall constitute a special assessment against the following described real property:

> From the point of intersection of the Northeasterly margin of South Third Street with the Southeasterly margin of Avenue A, in the City of Opelika, Lee County, Alabama, run thence North 47°36’ East along the Southeasterly margin of Avenue A, 250.0 feet; thence South 42°24’ East, 100.0 feet; thence South 47°36’ West 100 feet; thence North 42°24’ West 5.0 feet; thence South 47°36’ West 150.0 feet; to the Northeasterly margin of South Third Street; thence North 42°24’ West, along the Northeasterly margin of South Third Street, 150.0 feet, to the point of beginning. Being Lot 1, and part of Lots #14, #15, Block 9, as the same appears in the Lee County Probate Records, Town Plat Book 2, Page 9.
>
> Also being further described as Parcel Number 43-10-03-07-1-001-112.000, according to records maintained in the Lee County Revenue Commissioner’s Office.

Payment of the assessment shall be made in the manner and as provided in Section 11-40-35, *Code of Alabama,* 1975.

2. If the owner of said property shall elect to pay said assessment in installments, the principal amount of said assessment shall bear interest at the rate of _______________ percent per annum.

3. 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 the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the _____ day of ______________________, 2020.

____

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

ATTEST:

____

CITY CLERK

Cost Assessment Worksheet

Address	**Costs**
207 Avenue A	
Title Search	$208.00
Lis Pendens	$22.00
Release of Lis Pendens	$16.00
Certified Letters	$42.71
Demolition Cost	$18,900.00
Envioronmental fee assessment	$2,008.48
Total	$21,197.19

RESOLUTION NO. 030-20

Fix Assessment for Demolition of Building - 3307 Arnold Avenue

RESOLUTION NO. _________

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR

DEMOLITION AND REMOVAL OF BUILDING

LOCATED AT 3307 ARNOLD AVENUE

WHEREAS, the building or structure located at 3307 Arnold Avenue, Opelika, Alabama has been demolished and removed as provided for by Resolution No. 250-19, and the Building Official of the City of Opelika has caused to be prepared a report showing the costs incurred in the demolition and removal of said building or structure and the amount proposed to be assessed against the land upon which said building or structure was located; and

WHEREAS, said report was heretofore delivered to the City Clerk of the City of Opelika and was open for inspection in the Office of the City Clerk of the City of Opelika; and

WHEREAS, the 4th day of February, 2020, at 7:00 p.m. in the City Council Chambers in the Municipal Building in the City of Opelika was the date, time and place heretofore appointed to hear and determine any objections or defenses that might be filed to the fixing of said costs, the proposed assessment, or the amount thereof; and

WHEREAS, the City Clerk has heretofore given notice of said meeting at which the fixing of said costs shall be considered by first class mail to all entities having an interest in the property; and

WHEREAS, the City Council met at the designated time and place to pass upon all such objections to and protests against the proposed assessment; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against said property should be in accordance with the amount shown on the report heretofore delivered by the Building Official to the City Council.

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

1. That the sum of $6,162.50 is hereby determined to be the amount reasonably incurred in the demolition and removal of the building located at 3307 Arnold Avenue, Opelika, Alabama and said assessment shall constitute a special assessment against the following described real property:

> Lot 1 of a Re-subdivision of Lots 1-2-3-4, Block "F" of the Springhill Heights Subdivision, as shown on map or plat of said subdivision filed for record in Plat Book 10, at Page 101, in the Office of the Judge of Probate of Lee County, Alabama.
>
> Also being further described as Parcel Number 43-09-05-15-1-000-054.001, according to records maintained in the Lee County Revenue Commissioner's Office.

Payment of the assessment shall be made in the manner and as provided in Section 11-40-35, *Code of Alabama,* 1975.

2. If the owner of said property shall elect to pay said assessment in installments, the principal amount of said assessment shall bear interest at the rate of _______________ percent per annum.

3. 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 the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the _____ day of ______________________, 2020.

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

ATTEST:

CITY CLERK

Cost Assessment Worksheet

Address	**Costs**
<u>3307 Arnold Avenue</u>	
Title Search	$72.00
Lis Pendens	$14.00
Release of Lis Pendens	$8.00
Certified Letters	$68.50
Demolition Cost	$6,000.00
Total	$6,162.50

RESOLUTION NO. 031-20

Contract with Ozark Striping for city wide striping project.

RESOLUTION NO. _________

A RESOLUTION AWARDING CONTRACT TO OZARK STRIPING CO., INC., FOR CITY-WIDE STRIPING PROJECT

WHEREAS, the City of Opelika, Alabama (the "City") has heretofore advertised bids for the 2020 City-Wide Striping Project (Bid No. 20010) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on January 28, 2020, bids were received, duly opened and read aloud; and

WHEREAS, a bid was received from only one (1) vendor, i.e. Ozark Striping Company Inc.; and

WHEREAS, pursuant to the bid specifications, compensation payable to the contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the schedule of unit prices submitted by Ozark Striping Company is attached hereto as Exhibit "A"; and

WHEREAS, unit price quotations include all mobilization, labor, materials, tools and equipment and also include all overhead and profit; and

WHEREAS, in the bid documents, the City reserves the right to increase and decrease estimated quantities of work without a change in unit prices; and

WHEREAS, the City Engineer has recommended that the contract for the 2020 City-Wide Striping Project be awarded to Ozark Striping Company, Inc. based on the unit prices quoted by said contractor; and

WHEREAS, the City has budgeted $1,500,000 for the annual resurfacing program, which amount includes milling of existing asphalt, some basecourse repairs, asphalt paving and striping; and

WHEREAS, the Engineering Department has recommended the letting of two separate contracts for the annual resurfacing program, i.e. one contract for asphalt resurfacing (milling, some basecourse repairs and asphalt paving) and a second contract for striping; and

WHEREAS, the City Council hereby allocates $1,300,000 of this year's resurfacing funding to the resurfacing contract and $200,000 to the striping contract; and

WHEREAS, the City Engineer has certified the funds for the contracts are available.

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

1. That the bid of Ozark Striping Company, Inc., for the 2020 City-Wide Striping Project (Bid No. 20010) based on the unit price quotations submitted by the Contractor, a copy of which is attached hereto as Exhibit "A", be and the same is hereby accepted and approved.

2. That the Mayor is hereby authorized and directed to execute and deliver the contract for the 2020 City-Wide Striping Project (the "Contract") in the name and on behalf of the City and such other ancillary documents as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized

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

4. In order to meet the City's financial obligation under the Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to $200,000.

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2020.

____

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

ATTEST:

CITY CLERK

PROPOSAL

TO: THE CITY OF OPELIKA, ALABAMA

SUBMITTED: January 23, 2020

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and Contractual Documents relative thereto, and has read all General Conditions and Special Provisions furnished, and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Opelika, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

City-Wide Striping Project

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Opelika, Alabama, with a definite understanding that no money will be allowed for Extra Work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the Proposal sheets are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time started in the notice to the Contractor from the Engineer to proceed, and fully complete performance according to the following. Work will begin when a written "Notice to Proceed" is issued for each individual work order in the project. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the check or bid bond in the amount of **five (5)** percent of this bid, but no greater than $10,000.00, accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the City of Opelika, Alabama, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the ______________________________ Bank of ______________________________ or a bid bond for the sum of 5% of Amount Bid dollars ($______________), made payable to the City of Opelika, Alabama.

Ozark Striping Company, Inc.
Company

By: Leon M. Gross L.S.
Leon M. Gross, III

President
Title

Witness: Tammy Lewis L.S.

Chris Jones L.S.

Address: P.O. Box 847
Ozark, AL 36361

1273 West Roy Parker Rd.
Ozark, AL 36360

License No.: 7193

16-a2--Schedule of Values-City-Wide Striping Project				
ALDOT NO.	DESCRIPTION	UNIT	MIMIMUM APPROXIMATE QUANTITY	UNIT COST
701B-000	Dotted, Class 2, Type A, Traffic Stripe (5" wide)	LF	2000	2.00
701D-007	Removal of Traffic Stripe (PAINT)	LF	500	1.00
701D-008	Removal of Traffic Stripe (PLASTIC)	LF	500	1.00
701G-000	Solid White, Class 2, Type A Traffic Stripe, (4" Wide)	MILE	7	2,750.00
701G-001	Solid Yellow, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	7	2,750.00
701G-002	Broken Yellow, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	5	1,725.00
701G-003	Broken White, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	2	1,725.00
701G-200	Solid White, Class 2, Type A, Traffic Stripe (5" Wide)	MILE	2	2,950.00
701G-301	Solid White, Class W, Type A, Traffic Stripe (4" Wide)	LF	300	5.00
701G-300	Solid Yellow, Class W, Type A, Traffic Stripe (4" Wide)	LF	300	5.00
703A-000	Traffic Control Markings, Class 2, Type A	SQ FT	1000	5.00
703B-000	Traffic Control Ledgends, Class 2, Type A	SQ FT	500	5.00
703C-000	Removal of Existing Traffic Control Markings and Legends	SQ FT	500.00	3.00
703H-000	Specialty Traffic Control Markings (Bicycle Lane Symbols)	SQ FT	200	38.00
705A-000	Pavement Markers, Class A, ALL Types	EACH	3000	5.00
			TOTAL	11,970.00

NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit cost.

** PLEASE SEE ATTACHED OZARK STRIPING COMPANY SPECIAL NOTES *

Attachment: Striping tabulation and proposal (031-20 : Contract with Ozark, annual city wide striping project)

Ozark Striping Company
Special Notes for Bids

Note: The total minimum dollar volume ordered for Class 1 Striping shall exceed two thousand, five hundred dollars ($2,500.00) per work order.

Note: The total minimum dollar volume ordered for Class 2 Striping shall exceed seven thousand, five hundred dollars ($7,500.00) per work order.

Note: The total minimum dollar volume ordered for Class 2T Striping shall exceed seven thousand, five hundred dollars ($7,500.00) per work order.

Note: The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand, five hundred dollars (1,500.00) per work order.

Note: The total minimum dollar volume ordered for Temporary Traffic Stripe shall exceed one thousand dollars ($1,000.00) per work order.

Note: The total minimum dollar volume ordered for Road Pavement Markers shall exceed one thousand, two hundred fifty dollars ($1,250.00) per work order.

Note: Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.

Note: These items are quoted under the 2019 ALDOT Specifications prior to any special provisions.

Note: Ozark Striping Company will accept this bid on an all or none basis only.

Note: Ozark Striping Company requires at least 14 days notice before work can begin for scheduling purposes. We would also request that you send us your work orders in a group that contains a 10 Mile Minimum. We would also request at least 14 days to complete our work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.

Note: All 2T lines will be shot at 60 mil.

Leon M. Gross, III – President

RESOLUTION NO. 032-20

Grant application to U.S. EDA supplemental disaster funding - Eng.

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO U.S. ECONOMIC DEVELOPMENT ADMINISTRATION FOR SUPPLEMENTAL DISASTER FUNDING

WHEREAS, the City of Opelika, Alabama (the "City") is interested in extending Veterans Parkway (the "Project') to improve transportation connectivity and to support economic development; and

WHEREAS, the Project will expand business activities in Hi-Pack Business Park and serve a proposed multi-family housing development; and

WHEREAS, the Project scope will promote disaster recovery and resilience efforts; and

WHEREAS, the U.S. Economic Development Administration ("EDA") provides funding opportunities to communities impacted by natural disasters; and

WHEREAS, the City is eligible to apply for 2019 supplemental disaster funding; and

WHEREAS, each grant must be matched by a local share of not less than 20% of the total grant proceeds; and

WHEREAS, the EDA supplemental disaster grant requires a minimum local share of at least $854,477.71.

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

1. That the Mayor is hereby authorized to execute and submit on behalf of the City with EDA a 2019 Supplemental Disaster Funding Grant application in the estimated amount of $3,417,910.82 for infrastructure improvements.

2. That the Mayor is hereby authorized to execute and file with said application appropriate assurances or any other documents required by EDA.

3. That the Mayor is hereby authorized to furnish such other information as EDA may require in connection with the grant application.

4. That the Mayor is hereby authorized to execute grant agreements with EDA on behalf of the City.

5. That the City hereby acknowledges the obligation of approximately $854,477.71 in City funds in order to provide the local match. The local match shall be paid from the Unassigned Fund Balance and the Controller is hereby authorized to make any necessary and appropriate budget and accounting entries necessary to implement this Resolution.

6. 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.

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

Council.

ADOPTED AND APPROVED this the ______ day of ____________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

RESOLUTION NO. 033-20

Appropriation contract FY2020 with Chamber of Commerce.

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 Opelika Chamber of Commerce, 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 Opelika Chamber of Commerce, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2020.

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE OPELIKA CHAMBER OF COMMERCE, INC.

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the Opelika Chamber of Commerce, Inc., a Non-Profit Corporation, hereinafter referred to as "Chamber", as of this ______day of __________________, ~~2019.~~ 2020.

In consideration of the agreements herein contained, the parties agree as follows:

The term of the agreement shall be for a period of one (1) year commencing October 1, 2019 and ending September 30, 2020. At the end of each year this contract may be renewed by mutual agreement between parties.

1. The Opelika Chamber of Commerce has engaged in a contract agreement to provide services for the citizens and visitors of Opelika, these services shall include, among others:

- Serve as the information agency for the City and for all people who are referred by the City and who come into the Chamber Office but who would otherwise have to call upon the City for the service and information.
- Assist city in promoting the overall image/brand of the community. Assist city PR department in publicizing events and news about the city. Work alongside city in engaging media outlets as well as coinciding social media avenues, calendars and websites.
- Engage citizens/businesses to determine needs/desires/wants to achieve an overall community goal.
- Work to foster business retention which results in tax revenue to the city. To include keeping abreast of small business issues.
- Actively engage in assisting pertinent organizations with workforce development as well as maintain initiatives originated from the Chamber.
- Maintain supportive relationships with Opelika Parks and Recreation, Mayors Office, Economic Development, Police Department and Fire Department.
- Operate leadership programs for all ages to provide the city with strong individuals to maintain a successful community as well as a future strong, growing community with qualified individuals. Examples: Young Leaders, 20 Under 40 and Leadership Lee County.
- Work alongside the city in mutual governmental relation situations as

well as hosting state and city legislative forums/receptions.

- Prepare businesses for everything they need before they reach the Revenue Department so that they are well informed and ready as well as host events that inform potential businesses of what they need to perform a service in the city.
- Serve as the information center during voting times and take queries related to voting in the city of Opelika. Run the candidate forum for each city election.
- Host visiting groups to the city to perform tours, answer questions, arrange meetings with pertinent people all in an effort to maintain good relations and present our city as an example for others to emulate.
- Host State of the City luncheon as well as other events that keep our citizenry informed of pertinent city subject matter.
- Build and maintain solid relationships with higher education institutions in order to further our community. This includes the assistance provided to Southern Union to run the Career Discovery program.
- Maintain a strong partnership with Opelika City Schools to not only help the city promote them but assist with special programs that will benefit the community to specifically include workforce development issues.
- Assist the City in working with existing industry and other services pertinent to the expansion of said industry and benefit of the City. To include providing materials for future employees and newly relocated management individuals. In addition, work with PR department and economic development in promoting and announcing economic growth and news as well as assisting with industry tours. Continue to provide statistics and data based on the Cost of Living survey.
- Plan and prepare for intercity visits as requested by the Mayor and/or city council.
- Assist when needed with retail recruitment.
- Receive, study, and respond to or answer all mail and inquires which are directly or otherwise sent to the City by potential visitors, business and professional people, school children from all over the United States and world, research and survey agencies and a myriad of outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business and social), laws and statutes, courts, local community and governmental services, taxes and licenses.
- Assist potential new and expanding business, agencies and institutions, and people moving to the area. To include relocation packets and

information needed on a case by case basis.

- Operate a Welcome Center via agreement with the Auburn Opelika Tourism Bureau. Also assist with special events that come to the area i.e. Barbasol Tournament or any equivocal replacement.
- Execute the community Christmas parade in conjunction with the Opelika Police Department.
- Assist community organizations with pertinent projects in an effort to help growth, create pride, change mindsets, create community value and enhance city image. This is to include service organizations, arts organizations, business organizations and more.
- Provide an organizational framework in which local leaders can act, respond, or participate in programs and activities which will advance the economic well-being of the entire Opelika community. The areas involved would include, but are not limited to industry, commercial/retail establishments, service/professional firms, education, agriculture, cultural arts, workforce development, business advocacy, and many other components involved in community growth and progress.
- Provide support training, counseling, and other services required for local businesses of all types to establish, expand and prosper for the mutual benefit of the City and said businesses.
- Develop and secure maps, charts, photos, brochures, etc. about Opelika for extensive distribution.
- Manage, plan, conduct, and publicize ribbon-cuttings for new businesses.

2. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Chamber for a term of one (1) year commencing October 1, 2019, the sum of Sixty-Five Thousand ($65,000) Dollars (U.S.), payable in equal monthly installments on the 15th day of each month during said annual term ending September 30, 2020.

3. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial responsibility in the business of the Chamber, and shall not be deemed liable for any debts or obligations incurred by the Chamber nor shall the City be construed to be a partner, joint-venturer, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Chamber, or profits earned or derived by the Chamber, nor shall the Chamber at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.

4. The Chamber, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own

expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means in which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, the Chamber shall be wholly responsible, therefore.

5. The Chamber shall not transfer or assign this agreement or the license of any of the rights or privileges granted herein without the prior written consent of the City.

6 The Chamber agrees that if upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Chamber, the City may at its option terminate and cancel this agreement.

7. The Chamber agrees that is shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities shall include:
   i. Use of its influence for the purpose of interfering with or affecting the result of elections or nominations for office.
   ii. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
   iii. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Chamber from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

8. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing and signed by both parties.

9. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.

10. The validity of this agreement and of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE _____ DAY OF ______________________, 2019.

THE CITY OF OPELIKA, ALABAMA
BY ______________________________
ITS MAYOR

(SEAL)
ATTEST:

____
ITS CITY CLERK

THE OPELIKA CHAMBER OF COMMERCE
A NON-PROFIT CORPORATION

BY: ______________________________
ITS CHAIRMAN, BOARD OF DIRECTORS

ATTEST: ______________________________
ITS PRESIDENT

Rec 1-23-20

RESOLUTION NO. 034-20

Designate bank depositories and official signers on city bank accounts.

RESOLUTION NO. _________

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

1) That the following banks are hereby designated official bank depositories of funds for the City of Opelika, and that the City Clerk - Treasurer is hereby authorized to establish and maintain by and in the name of the City various checking accounts, certificates of deposits, money market accounts or other City bank accounts that may become necessary at said banks.

1.	Auburn Bank	8.	PNC Bank
2.	AmeriFirst Bank	9.	Regions Bank
3.	BancorpSouth Bank	10	River Bank
4.	BBVA Compass Bank Bank	11.	Southern States
5.	BB&T	12.	Troy Bank & Trust
6.	CenterState Bank	13.	Trustmark Bank
7.	Metro City Bank	14.	Wells Fargo Bank

2) That the Mayor of Opelika, City Council President, City Administrator and City Clerk - Treasurer shall be the official signers for any bank accounts established with any of the banks designated above as official bank depositories.

That special bank accounts maintained by Park & Recreation, Police Department and the Library are authorized to have designated signers within their respective departments.

3) That all checks drawn against the City's Claims Fund (accounts payable account) shall require any two of the official signers as designated in paragraph 2) above.

4) That all checks drawn against all other City bank accounts shall require any one of the official signers as designated in paragraph 2) above.

5) That all checks, drafts or other instruments for payment of money endorsed on behalf of the City for deposit with or collection by said banks, may be endorsed in the name of the City by written, electronic or stamped endorsement, without designation or signature of the person making such endorsement.

6) That the City Clerk-Treasurer shall be authorized to approved electronic Banking transactions, bank drafts, or other instruments of payment after they have been authorized and approved by the Mayor and City Controller.

7) That the City Clerk/City Treasurer is hereby authorized and directed to certify to said Banks that this Resolution has been duly adopted by the Opelika City Council and to further certify to said Banks the names and specimen signatures of the present officers of the City authorized to sign on such accounts, and, if and when a change is made in personnel of such officers.

ADOPTED and APPROVED this the _____ day of _______________, 2020.

____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 035-20

Agreement with Intellivest Inc., Columbus Parkway drainage project.

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING DEVELOPMENT AGREEMENT WITH INTELLIVEST, INC.

WHEREAS, Intellivest, Inc. (the "Developer") owns and maintains the property located at 504 South 6th Street, Opelika, Alabama (the "Property"); and

WHEREAS, the Developer desires to develop the Property for retail and commercial purposes; and

WHEREAS, the City of Opelika (the "City") owns and operates the storm water drainage system (the "Drainage System") on Columbus Parkway between South 4th Street and South 6th Street (the "Drainage Area"); and

WHEREAS, the existing culvert in the Drainage Area allows water to flow under Columbus Parkway from one side to the other; and

WHEREAS, the existing culvert is undersized resulting in flooding to the Developer's property as well as the roadway multiple times a year; and

WHEREAS, the undersized culvert must be removed and a new culvert constructed (the "Project"); and

WHEREAS, the City and the Developer have agreed to share Project costs; and

WHEREAS, a proposed Project Development Agreement (the "Agreement") to be entered into by and between the City and the Developer has been prepared and submitted to the

City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement;

WHEREAS, the Project has a total estimated construction budget of $625,000 where the Developer's share of the construction cost will be $88,000 and the City will pay all other construction costs (estimated to be $537,000); and

WHEREAS, in addition to said contribution of $88,000 as its share of construction costs, the Developer has agreed to pay all costs associated with the design and engineering of the Project, including the preparation of plans, drawings and specifications (the Developer's design and engineering costs are estimated to be approximately $30,000).

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 by and between the City of Opelika and Intellivest, Inc., a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is 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 the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of

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

4. That all Project costs shall come from the Unassigned Fund Balance, subject to reimbursement by the Developer as mentioned above, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of ________________, 2020, by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City") and **INTELLIVEST, INC.,** an Alabama corporation (the "Developer").

RECITALS

WHEREAS, the Developer owns and maintains the property located at 504 South 6th Street, Opelika, Alabama (the "Property"); and

WHEREAS, the Developer desires to develop the Property for retail and commercial purposes; and

WHEREAS, the City owns and operates the storm water drainage system (the "drainage system") on Columbus Parkway between South 4th Street and South 6th Street (the "drainage area"); and

WHEREAS, the existing culvert in the drainage area allows water to flow under Columbus Parkway from one side to the other; and

WHEREAS, the existing culvert is undersized resulting in flooding to the Developer's Property as well as the roadway multiple times a year; and

WHEREAS, the undersized culvert must be removed, and a new culvert constructed (the "Project"); and

WHEREAS, the City and the Developer have agreed to share the Project cost as provided below; and

WHEREAS, it is now necessary that the City and the Developer enter into an Agreement relative to the manner and method in which the drainage system improvements will be developed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE 1

STORM WATER DRAINAGE SYSTEM

Storm water drainage in the drainage area shall be provided by means of storm sewers, culverts, ditches and appurtenances in the public right-of-way and/or in drainage easements where required and/or in natural areas (where applicable and permitted) all in accordance with storm drainage plans prepared by the Developer's engineer and approved by the City. A diagram depicting the proposed drainage system improvements is attached hereto and incorporated herein by reference thereto. The storm water drainage system shall be in conformance with the approved storm drainage plans.

ARTICLE 2

AGREEMENTS AND OBLIGATIONS OF CITY

2.1 The City hereby agrees to duly and punctually observe and perform all agreements under this Agreement.

2.2 The City agrees to assume the overall Project responsibility including assuring that all permits as may be required by the Project are secured. The parties hereto agree to cooperate with timely acquisition and clearance of said permits.

2.3 The City shall advertise, receive bids and award a contract for the construction of the Project and cause the Project to be constructed in accordance with plans and specifications jointly approved by the City and the Developer.

2.4 The City agrees to assume and pay all costs and expenses incurred by the City in connection with the construction of the Project, except design costs as provided in Section 3.2 below, subject to reimbursement by the Developer as hereinafter stipulated.

2.5 To the maximum extent allowed by law, the City agrees to indemnify, hold harmless and defend the Developer, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction of the storm water drainage improvements.

ARTICLE 3

AGREEMENTS AND OBLIGATIONS OF THE DEVELOPER

3.1 The Developer hereby agrees to duly and punctually observe and perform all agreements under this Agreement.

3.2 The Developer agrees to pay all costs associated with the design and engineering of the Project, including the preparation of construction plans, drawings and specifications.

3.3 The Developer agrees that upon completion of the Project and receipt of an invoice from the City to pay to the City the sum of $88,000 as its share of the construction costs. The City shall assume and pay all other construction costs associated with the Project.

3.4 The Developer shall grant to the City such easements as are necessary to accommodate all drainage system improvements, all of which shall be established at a reasonable location and of reasonable magnitude based on mutual agreement between the City and the Developer.

ARTICLE 4

COMPLETION AND ACCEPTANCE OF THE DRAINAGE SYSTEM

Upon completion and acceptance of the drainage system improvements by the City, those portions of the drainage system located in the public right-of-way and/or public easement shall be dedicated by the Developer to the City and shall thereafter be maintained and serviced by the City.

ARTICLE 5

SPECIAL AGREEMENTS OF THE PARTIES

The obligations and agreements of the parties hereunder are contingent and subject to approval of this Agreement by the Opelika City Council.

ARTICLE 6

PROVISIONS OF GENERAL APPLICATION

Section 6.01 Prior Agreements.

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

Section 6.02. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

Section 6.03. Binding Effect; Governing Law

(1) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective their successors and assigns.

(2) This Agreement shall be governed exclusively by the laws of the State of Alabama.

Section 6.04. Notices.

(1) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to a party or to an officer of the party to whom the same is directed or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed to:

(a) If to the City:

City of Opelika
204 South 7th Street
Opelika, AL 36801
ATTN: Mayor

(b) If to Developer:

Intellivest, Inc.

ATTN:

(2) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

Section 6.05. Amendments.

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

THE CITY OF OPELIKA, ALABAMA

By:______________________________
GARY FULLER, ITS MAYOR

ATTEST:

____
CITY CLERK

INTELLIVEST, INC.

By:________________________________

RESOLUTION NO. 036-20

Agreement with Skipper Consulting, Regional Transportation Study.

RESOLUTION NO. _____________

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH SKIPPER CONSULTING, INC.

WHEREAS, The City of Opelika (hereinafter referred to as "the "City"), is considering transportation solutions to reduce traffic congestion on Pepperell Parkway, Frederick Road and Gateway Drive; and

WHEREAS, potential solutions to reduce traffic congestion include extensions of Thomason Drive and Veterans Parkway; and

WHEREAS, the City Engineer has determined that a regional traffic study will be necessary; and

WHEREAS, Skipper Consulting, Inc. (hereinafter referred to as "Skipper Consulting") is an professional engineering firm with headquarters in Birmingham, Alabama, which specializes in traffic engineering and transportation planning; and

WHEREAS, Skipper Consulting possesses the requisite knowledge, skill and resources to provide a transportation planning study; and

WHEREAS, a proposed Professional Services Agreement (the "Agreement") to be entered into by and between the City and Skipper Consulting has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement;

WHEREAS, the estimated compensation due to Skipper Consulting under the Agreement from the City is $43,800.00; and

WHEREAS, the Alabama Competitive Bid Law authorizes the City to approve a professional services agreement without public bidding.

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

1. That the proposed Professional Services Agreement by and between the City of Opelika and Skipper Consulting, Inc., a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and to carry out fully the transactions contemplated therein on behalf of the City.

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

Resolution and the attached Agreement.

4. That the compensation to be paid to Skipper Consulting by the City under and pursuant to said Agreement shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a Purchase Order to Skipper Consulting for the provision of planning and engineering services as outlined in the attached Agreement.

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between:

City of Opelika ("Client")
204 South 7th Street
Opelika, Alabama 36801

and,

Skipper Consulting, Inc. ("Consultant")
3644 Vann Road, Suite 100
Birmingham, Alabama 35235

Who agree as follows:

Client requires consulting traffic engineering and planning services for undertaking traffic projections and traffic operations study for the proposed Thomason Drive Extension and Veterans Parkway Extension in Opelika, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement and the issuance of a Purchase Order. The Client and Consultant agree that this signature page, together with Sections 1-4 referred to therein, constitute the entire agreement between them relating to this assignment.

APPROVED FOR CLIENT	APPROVED FOR SKIPPER Consulting, Inc.
By:________________	By: D. Scott Skipper
Printed Name:________________	Printed Name: D. Scott Skipper
Title:________________	Title: Vice President
Date:________________	Date: January 23, 2020

SECTION 1 – CONSULTANT SCOPE OF WORK

The Consultant proposes to provide professional traffic engineering and planning services for undertaking a transportation planning study and traffic operations study for proposed Thomason Drive Extension and Veterans Parkway Extension in Opelika, Alabama. The Consultant will conduct a transportation planning study of roadways for a study area to include significant existing and proposed roadways from approximately Veterans Parkway to S. Long Street and from Frederick Drive to Pepperell Parkway. In addition, the Consultant would conduct a traffic operations study to determine access needs and traffic impacts of the proposed Thomason Drive Extension and Veterans Parkway Extension which would include roadway and intersection adequacy. The Consultant's understanding of this assignment and the basis of the subsequent scope of work has been derived from previous work in the area, discussions and meetings with the City, and knowledge of the study process.

This study effort would be conducted in two parts. The first part of the study process would include a Transportation Planning Study with the second part to consist of a Traffic Operations Study. Summaries of these parts of the study efforts are provided in this document.

DATA COLLECTION

The Consultant would request information that might be in the files of the City that might be useful in conducting study activities. Items that will be requested include: maps and aerials; historical traffic count information; socio-economic data; listing of planned and programmed roadway improvements for the project study areas; previous traffic studies conducted for other area development; and other information that might be useful in conducting study tasks.

The Consultant would utilize available recent traffic counts at study intersections in conducting the analyses. These counts would be supplemented by collecting new traffic counts as needed. The Consultant anticipates conducting peak period turning movement traffic counts at up to ten (10) intersections within the study area. Available recent 24-hour traffic counts available from the City of Opelika would also be utilized in the study effort. These traffic counts would be supplemented by conducting additional 24-hour traffic counts. It is anticipated that approximately ten (10) 24-hour traffic counts on study roadways would be conducted.

Information anticipated to be furnished by the Client includes: the most recent plans for the proposed Thomason Drive Extension and Veterans Parkway Extension; project schedule; and any other information the Client may have available that would be helpful in the study effort.

TRANSPORTATION PLANNING STUDY

The Transportation Planning Study would consist of evaluating the roadway cross-sections for the study roadways within the study area. It is anticipated this area would include roadways from approximately Veterans Parkway east to S. Long Street and from Frederick Drive north to Pepperell Parkway. The analyses anticipated for the Transportation Planning Study area would consist of roadway capacity assessments for study roadways for 5 year, 10 year, and 20 year time frames. The analyses would include existing roadways, proposed roadways, and any proposed or potential roadway closures within the study area. Definition of these scenarios would be developed jointly by the Client and Consultant through the study process. In general, the analyses of the Transportation Planning Study area would be a planning study for the roadway system in this part of the City. The tasks to be included in the Transportation Planning Study include:

- Develop a sub-area model from Opelika-Opelika Regional Model;
- Review and update 2035 and 2045 socio-economic data to include proposed development in the study area (including properties adjacent to the Thomason Drive Extension and Veterans Parkway Extension);
- Review existing plus committed projects for inclusion in the sub-area model;
- Run sub-area model for 2035 conditions;
- Develop K's, D's and T's for 2035 conditions;
- Develop design hour volumes at all major intersections in the study area for 2035 conditions;
- Run sub-area model for 2045 conditions;
- Develop K's, D's and T's for 2045 conditions; and
- Develop design hour volumes at all major intersections in the study area for 2045 conditions.
- Evaluate roadway cross-sections for the timeframes identified to include; existing roadways within the Transportation Planning Study area and proposed/planned roadways within the Transportation Planning Study area.

TRAFFIC OPERATIONS STUDY

Analyses would be conducted for each of the significant intersections within the study limits. The analyses would be conducted for five (5) year, ten (10) year and twenty (20) year time frames for evaluating the roadways and intersections within the Traffic Operations study area. In general, traffic operations analyses would be conducted for the roadways and intersections in the Traffic Operations study area to help identify any potential traffic impacts resulting from the proposed Thomason Drive Extension and Veterans Parkway Extension and subsequent travel demand changes and development. The Traffic Operations study area would consist of significant intersections within the limits as outlined below:

- Pepperell Parkway at Veterans Parkway
- Pepperell Parkway at Airport Road
- Pepperell Parkway at N. 30th Street
- Pepperell Parkway at N. 24th Street
- Pepperell Parkway at Gateway Drive (US 280)
- Pepperell Parkway at E. Thomason Circle
- Pepperell Parkway at N. 20th Street/Hospital
- Airport Road at Hi-Pack Drive
- Frederick Road at Old Opelika Road
- Frederick Road at Cunningham Drive
- Frederick Road at Center Hill Drive
- Frederick Road at Gateway Drive (US 280)
- Gateway Drive (US 280) at Thomason Drive
- Thomason Drive at Century Boulevard
- Proposed intersections resulting from the Thomason Drive Extension and Veterans Parkway Extension as well as connections of existing roadways to intersect with these proposed roadways.

The tasks included in the Traffic Operations Study are as follows and would be included for each development timeframe evaluated (5 years, 10 years, and 20 years):

- Evaluate existing traffic conditions as a baseline for comparison of future traffic conditions;
- Determine background growth rates for other development in the area for each of the study timeframes to be evaluated;
- Estimate trip generation of proposed development generated with the Thomason Drive Extension and Veterans Parkway Extension for each of the study timeframes to be evaluated;
- Develop trip distribution patterns for newly generated traffic;
- Assign anticipated additional traffic to the study roadways and intersections for each timeframe being evaluated;
- Assess future traffic operations for the study roadways and intersections within the study area for the timeframes being evaluated;
- Determine the roadway and traffic control improvements required to accommodate the Thomason Drive Extension and Veterans Parkway Extension for each of the development timeframes; and
- Develop roadway and intersection improvements for the study intersections to accommodate the Thomason Drive Extension and Veterans Parkway Extension.

Documentation
The information gathered and study findings will be presented in a technical report for presentation to the City, as required. The draft final report (PDF) will be prepared and submitted to the City for review and comment. Following receipt of comments, the final study report (up to six copies and an electronic copy) will be prepared and transmitted to the City as needed.

Meetings/Presentations
The Consultant anticipates attending four (4) meetings and/or presentations in the Opelika area during the course of the project. The Consultant has included the costs of such meetings in the fee estimate. Any additional meetings which require the Consultant's attendance will be considered as added services and undertaken as additional services based on the prevailing hourly charge rates plus expenses of the Consultant. Added services shall be undertaken only following authorization by the Client.

SECTION 2 - CLIENT'S RESPONSIBILITIES

Client, at its expense, will provide the Consultant with all required project information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

SECTION 3 - COMPENSATION, BILLING, PAYMENT AND SCHEDULE

The CONSULTANT would, on behalf of the City of Opelika, perform the work outlined in Section 1 on a percent complete basis for a fixed fee by task as follows:

Tasks		Budget
Data Collection	$	10,500.00
Transportation Planning Study	$	12,500.00
Traffic Operations Study	$	17,000.00
Documentation	$	3,800.00
TOTAL	**$**	**43,800.00**

The CLIENT would be billed based on work completed and not more frequently than once a month. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

SECTION 4 - STANDARD TERMS AND CONDITIONS

1. Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

2. Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

3. The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

4. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

5. This agreement may be terminated by either party upon 30 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

6. The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.
7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

9. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

10. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12. Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

13. Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

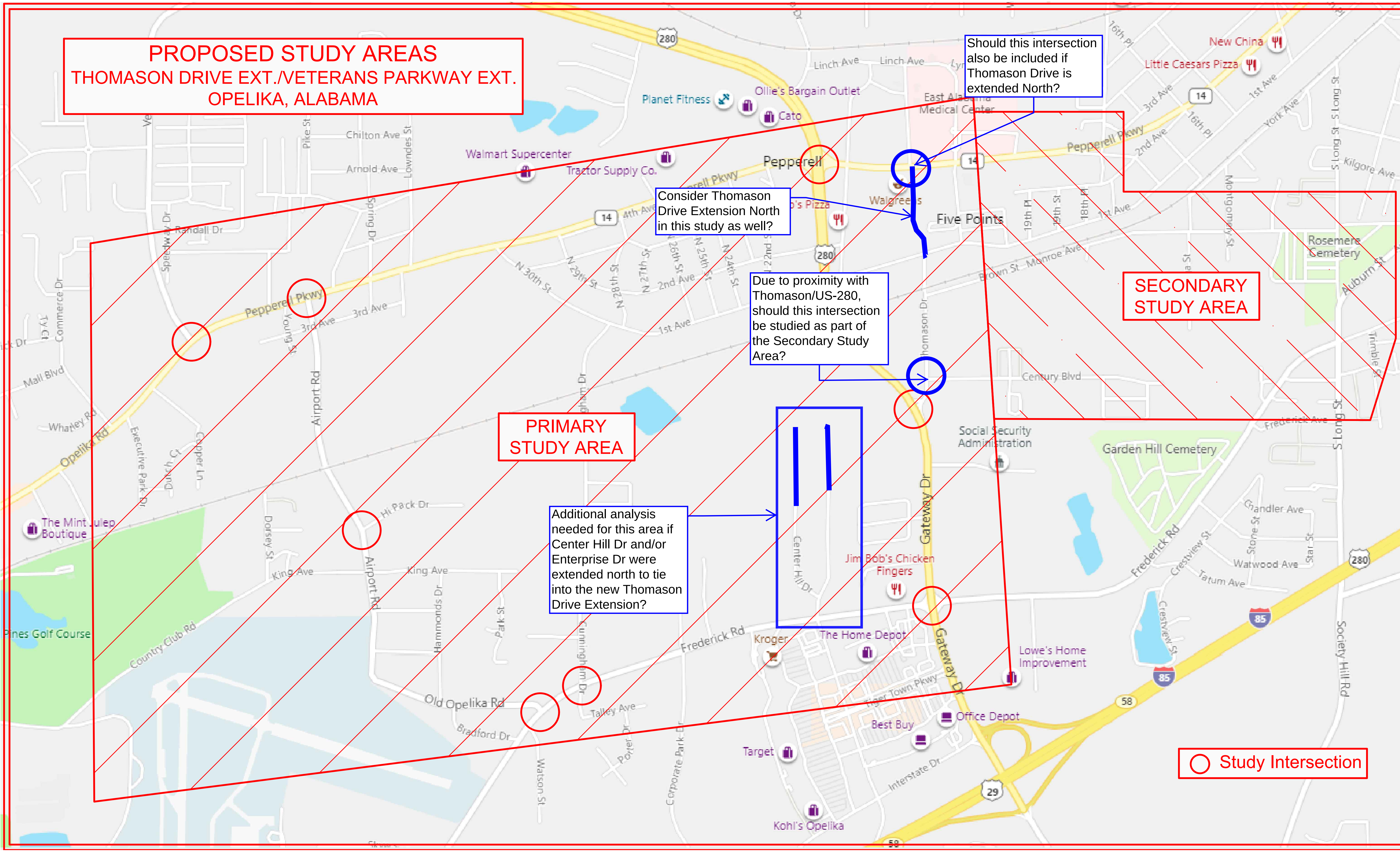
14. To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

15. Client shall provide Consultant safe access to the project site necessary for the Consultant to provide the services outlined.

16. Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

17. No employee or agent of the Consultant shall have individual liability to the Client.

18. The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.



Attachment: Thomason-Veterans Ext Study Area (036-20 : Agreement with Skipper Consulting, Regional Transportation Study)

RESOLUTION NO. 037-20

Engagement letter for legal counsel opposing quarry.

RESOLUTION NO. __________

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH STARNES DAVIS FLORIE, LLP AND SAMFORD DENSON, LLP

WHEREAS, Creekwood Resources, LLC ("Creekwood") proposes to conduct a granite mining operation on 162 acres of land located on Lee Road 168; and

WHEREAS, Creekwood proposes to produce up to 936,000 tons of aggregate per year from its quarry; and

WHEREAS, the proposed quarry is expected to operate for more than fifty (50) years; and

WHEREAS, operations will consist of blasting granite materials at depths of between 0 and 500 feet; and

WHEREAS, Creekwood has applied for necessary permits from the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, Creekwood has been required to submit information concerning, among other things, its plan for controlling water run-off and particulate to discharge; and

WHEREAS, the environmental impact of the proposed quarry may be significant; and

WHEREAS, although the proposed quarry is located outside the City limits, it may adversely impact many residential neighborhoods and schools within the City, as well as the City's primary source of drinking water; and

WHEREAS, the proposed quarry may cause water and air pollution; and

WHEREAS, other potential impacts include noise, dust and vibrations; and

WHEREAS, the City of Opelika, Alabama (the "City") intends to vigorously oppose the quarry and the issuance of permits by ADEM; and

WHEREAS, the City Council desires to retain legal counsel to represent the City and protect the interests of its citizens, which may include representation before the Alabama Department of Environmental Management as well as litigation in state or federal courts; and

WHEREAS, Starnes Davis Florie, LLP and Samford & Denson, LLP possess the desired skills and expertise to represent the City in matters involving the proposed quarry; and

WHEREAS, a proposed Engagement Letter between the City and Starnes Davis Florie, LLP (including the engagement of Samford & Denson, LLP as local counsel) 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 Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Starnes Davis Florie, LLP (including the engagement of Samford & Denson, LLP as local counsel), a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter 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 Engagement Letter.

4. That all compensation and expenses payable to Starnes Davis Florie, LLP, and Samford & Denson, LLP, pursuant to the Engagement Letter shall come from the Unassigned Fund Balance.

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

6. That Starnes Davis Florie, LLP, with the consent of the City Attorney, is hereby authorized to hire such expert witnesses as needed in its representation of the City.

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

ADOPTED AND APPROVED this the ______ day of ____________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

CITY OF OPELIKA alabama

CITY ATTORNEY'S OFFICE
608 Avenue A • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-2074 (f) 334-705-5155
www.opelika-al.gov

VIA EMAIL

February 3, 2020

Eddie Smith
Patsy Jones
Tiffany Gibson-Pitts
Dozier Smith T
David Canon

Re: Creekwood Resources Proposed Quarry

All,

As you are aware, Creekwood Resources has applied for permits from the Alabama Department of Environmental Management (ADEM) to operate a quarry located on Lee Road 168. In my opinion, the City needs to retain a highly qualified law firm with expertise in environmental law and ADEM approvals to represent the City before ADEM as well as in potential litigation in state or federal court. Mayor Fuller and I are pleased to recommend Richard E. Davis to serve as lead attorney for the City. Mr. Davis is a partner with the law firm of Starnes Davis Florie, LLP. He is a litigator with a nationwide reputation. He is also one of the premier environmental law attorneys in the State of Alabama. In one of his favorite cases, Richard filed suit against a proposed quarry that was threatening a wetland area owned by the University of Montevallo. He filed suit on behalf of the University and got an injunction preventing the quarry from being constructed.

Mayor Fuller and I are also recommending that Josh Jackson be retained to serve as local counsel. Josh is a partner with the law firm of Samford & Denson, LLP. Josh is a top-rated litigation attorney. He has 19 years of experience as a litigation attorney.

Attached hereto are the attorney profiles of Richard and Josh. I think you will find that they both have impeccable credentials and will be excellent legal representatives of the City. If you have any questions about their qualifications, please don't hesitate to call me.

Finally, attached hereto is a proposed Resolution authorizing an Engagement Letter with Starnes Davis Flories and Samford & Denson, LLP. The Administration is requesting that this Resolution be added to the City Council agenda on February 4, 2020.

ALABAMA'S 1 GIG CITY OPELIKA

If you have any questions, please don't hesitate to call me.

Yours very truly,

Guy F. Gunter, III

GFG,III:jpj

Attachments

Cc: Gary Fuller
Barbara Arrington
Joel Motley
Bob Shuman
Russell Jones

STARNES | DAVIS FLORIE LLP

Richard E. Davis

PARTNER

Richard represents clients in environmental, commercial, healthcare fraud, and white collar criminal matters, including trials and appeals and investigations by regulatory and law enforcement agencies. He has decades of experience navigating parallel proceedings in which civil *and* criminal issues arise from the same set of facts. Richard also counsels clients regarding legislation and public policy pertaining to healthcare and environmental issues.

Although much of Richard's work involves defending clients, he has also obtained millions of dollars in value for plaintiffs and counter-claimants, obtained an injunction protecting a rare wetlands area, and obtained the releas from federal prison of an individual incarcerated for 30 years for a non-violent crime.

PROFESSIONAL RECOGNITION

AV-Rated, Martindale-Hubbell

Senior Fellow, Litigation Counsel of America Trial Lawyer Honorary

Top Leading Litigator by Chambers USA

Best Lawyers in America®—Commercial Litigation, Environmental Law, Litigation-Environmental, and Natural Resources. In addition, Best Lawyers in America® has named Richard Davis the "Birmingham Natural Resources Law Lawyer of the Year" for 2017 and 2019

Mid-South Super Lawyers

Chair, Birmingham Bar Association Federal Practice Section (2015-2016)

Chair, Alabama State Bar Environmental Law Section (2010-2011)

Editor-in-Chief, Cumberland Law Review (1988-1989)

COMMUNITY INVOLVEMENT

- Volunteer, Northern District of Alabama Pro Bono Counsel for Unrepresented Indigent Parties in Civil Cases

HIGHLIGHTS

Environmental: Defending public water authority in multiple putative class action/mass tort cases regarding PFOA, PFOS, and related chemicals in the Tennessee River

Environmental Crime: representing trucking company in investigation of alleged discharge of hazardous waste

Environmental/Commercial: representing recycling and transport services company in civil enforcement proceeding and related commercial litigation after successful representation in criminal investigation of hazardous waste disposal practices (no charges filed)

Healthcare: representing six different healthcare providers—corporate and individual—in False Claims, Stark, and Anti-Kickback investigations

Environmental: Defending Clean Water Act citizen suit against landowner for alleged unpermitted discharges of pollutants into Black Warrior River from reclaimed mine site

Healthcare/False Claims: Advising multiple physician practices in conjunction with audits, investigations, and overpayment recoupment actions involving claims totaling millions of dollars. Recently obtained on administrative appeal revision of $2,700,000.00 overpayment to $2,100.00 through the presentation of statistical, independent audit, and medical necessity evidence; obtained complete dismissal of state Medicaid overpayment claim; and obtained 75% reduction of an overpayment claim by a third-party administrator.

White Collar Investigation/Securities and Accounting Fraud: Represented corporate officer in parallel securities and accounting fraud investigations of company by the Department of Justice (USAO SDNY) and the Securities Exchange Commission (New York) and as witness in SEC administrative proceeding

PRESENTATIONS AND PUBLICATIONS

"Surprise! You May Be an Environmental Criminal: Recognizing the Quagmire as a Prerequisite to Managing Risk, Manufacture Alabama Environmental Conference (November 16, 2016, Millbrook, Alabama)(presentation)

"Working with Environmental Experts in Litigation, Regulation, and Transactions," 25th Annual Southern Environmental Law & Regulation Conference (June 10, 2016, Destin, Florida)(presentation)

"Healthcare Audits and Investigations as Pathways to Criminal and Civil Liabilities for Providers," Etowah County Medical Group Management Association (October 20, 2015, Gadsden, Alabama)(presentation)

"Strategic Legal Risk Management—Contingency Planning to Avoid or Mitigate Legal Crises," Alabama Society of Certified Public Accountants (August 13, 2015, Mobile, Alabama and August 31, 2015, Huntsville, Alabama) (presentations)

"Investigations—Internal and Governmental," Alabama Society of Certified Public Accountants (August 13, 2015, Mobile, Alabama and August 31, 2015, Huntsville, Alabama) (presentations)

"What Accountants Should Know About White Collar Crime," Alabama Society of Certified Public Accountants (August 13, 2015, Mobile, Alabama and August 31, 2015, Huntsville, Alabama) (presentations)

NEWS & INSIGHTS

THIRTY-ONE SDF ATTORNEYS NAMED TO THE 2019 EDITION OF MID-SOUTH SUPER LAWYERS

Thirty SDF Attorneys Listed in Best Lawyers 2020

Starnes Davis Florie Ranked A Top Firm By Chambers USA 2019

SDF's Richard Davis Moderates at the 3rd Annual BEPA and NEPA Environmental Professionals' Conference

Eight Starnes Attorneys Named Leaders in their Field in Chambers USA 2019

THIRTY-ONE SDF ATTORNEYS NAMED TO THE 2018 EDITION OF MID-SOUTH SUPER LAWYERS

Twenty-Seven SDF Attorneys Listed in Best Lawyers in America 2019

Trey Wells & Richard Davis Named Best Lawyers "2019 Lawyer of the Year"

SDF Ranked A Top Firm by Chambers USA 2018

SDF Attorney Richard Davis Named "Top Attorneys" in the 2018 April Issue of Birmingham Magazine

8 SDF Partners Named "Leaders in their Field" in Chambers USA 2018

Richard E. Davis Appointed to the Alabama State Bar's new Task Force on Legal Education and Admission to the Bar for 2017-2018

Twenty-Eight SDF Attorneys Named to the 2017 Edition of Mid-South Super Lawyers

Richard E. Davis has been Named Vice Chair of the International Institute of Natural Resources, Energy and Environmental Law

Twenty-Six SDF Lawyers Listed in the 2018 Edition of Best Lawyers in America

Twenty-Six SDF Attorneys Named to the 2016 Edition of Mid-South Super Lawyers

Richard Davis to Speak at the Annual Manufacture Alabama Conference

Starnes Davis Florie Attorneys Jeannie Walston and Richard Davis Named Best Lawyers "Lawyer of the Year" for 2017

Twenty Starnes Davis Florie Attorneys Named to the 2017 Edition of Best Lawyers®

False Claims Act/Qui Tam Litigation – "Implied Certification"

Legal Assistant

Myste Kennedy
205-868-1797
mkennedy@starneslaw.com

Areas of Practice

Antitrust
Banking & Financial Services
Energy, Natural Resources & Land Use
Environmental Litigation
Environmental Regulation
False Claims Act / Qui Tam
Healthcare Audits and False Claims Act Investigations
Healthcare Fraud
Securities
Toxic Torts
White Collar Criminal Defense

Education

J.D., cum laude, Cumberland School of Law of Samford University (1989)
M.A., The University of Alabama at Birmingham (1986)
B.A., Auburn University (1983)

Bar Admissions

Alabama

Courts

U.S. Court of Appeals, 11th Circuit
U.S. Court of Appeals, District of Columbia Circuit
U.S. District Court, Northern District of Alabama
U.S. District Court, Middle District of Alabama
U.S. District Court, Southern District of Alabama

United States Tax Court

Accolades

LCA™
LITIGATION COUNSEL OF AMERICA
FELLOW

Richard E. Davis
Best Lawyers
Lawyer of the Year
2017
Natural Resources Law
Birmingham, AL

Martindale-Hubbell®
AV PREEMINENT®
Peer Rated for Highest Level of Professional Excellence
2020

TOP RANKED
Chambers USA
2019
Starnes Davis Florie LLP

Richard E. Davis
Best Lawyers
Lawyer of the Year
2019
Natural Resources Law
Birmingham, Alabama

Birmingham: 205-868-6000

Mobile: 251-433-6049

Nashville: 615-905-7200

DISCLAIMER: The following language is required by the Alabama Rules of Professional Conduct: No representation is made that the quality of legal services to be performed is greater than the quality of legal services performed by other lawyers

(334) 745-3504

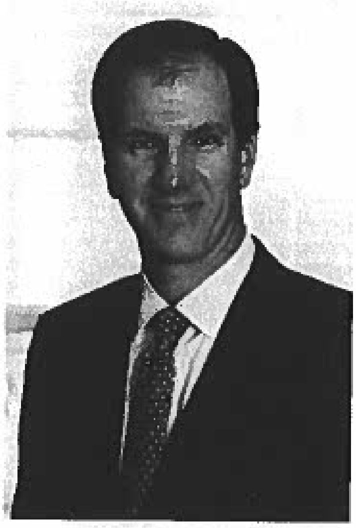
SAMFORD & DENSON, LLP
ATTORNEYS AT LAW

HOME HISTORY OUR ATTORNEYS PRACTICE AREAS CONTACT

Joshua J. Jackson

Partner
Civil Defense Litigation, Medical Malpractice

Phone: 334-745-3504
Fax: 334-749-2871
Email: jackson@samfordlaw.com



Legal Secretary:
Courtney Lambert
courtney@samfordlaw.com

Practice Areas:
Civil Defense Litigation; Medical Malpractice; Personal Injury; Motor Vehicle Accidents

Education:
Auburn University (B.A., 1998)
University of Alabama (J.D., 2001)

Honors and Awards:
Martindale-Hubbell AV® Preeminent Rated
Alabama Super Lawyers, Rising Star (Civil Litigation Defense)
Senior Editor, Alabama Law Review, 2000-2001
John A. Campbell Moot Court Board, 2000-2001
Bench and Bar Legal Honor Society

Martindale-Hubbell®
AV PREEMINENT®
2017

Joshua J. Jackson

Bar Admissions, Associations and Memberships:

Alabama State Bar (admitted 2001)

United States District Court, Middle and Southern Districts

United States District Court, Northern District of Florida

American Bar Association

Lee County Bar Association

Alabama Defense Lawyers Association

Professional and Community Activities:

Opelika Kiwanis Club (President 2010)

Member, Lakeview Baptist Church

Youth Baseball Coach

Member, Lee County Republican Executive Committee, 2002-2006

Sample Reported Decisions:

Russell v. East Alabama Health Care Authority, 192 So.3d 1170 (Ala. Civ. App. 2015)

Ex parte East Alabama Medical Center, 109 So.3d 1114 (Ala. 2012)

Ex parte Smiths Water and Sewer Authority, 982 So.2d 484 (Ala. 2007)

Hamilton ex rel. Slate-Hamilton v. Connally, 959 So.2d 640 (Ala. 2006)

Davis v. Hanson Aggregates Southeast, Inc., 952 So.2d 330 (Ala. 2006)

Site by

RESOLUTION NO. __________

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH STARNES DAVIS FLORIE, LLP AND SAMFORD DENSON, LLP

WHEREAS, Creekwood Resources, LLC ("Creekwood") proposes to conduct a granite mining operation on 162 acres of land located on Lee Road 168; and

WHEREAS, Creekwood proposes to produce up to 936,000 tons of aggregate per year from its quarry; and

WHEREAS, the proposed quarry is expected to operate for more than fifty (50) years; and

WHEREAS, operations will consist of blasting granite materials at depths of between 0 and 500 feet; and

WHEREAS, Creekwood has applied for necessary permits from the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, Creekwood has been required to submit information concerning, among other things, its plan for controlling water run-off and particulate to discharge; and

WHEREAS, the environmental impact of the proposed quarry may be significant; and

WHEREAS, although the proposed quarry is located outside the City limits, it may adversely impact many residential neighborhoods and schools within the City, as well as the City's primary source of drinking water; and

WHEREAS, the proposed quarry may cause water and air pollution; and

WHEREAS, other potential impacts include noise, dust and vibrations; and

WHEREAS, the City of Opelika, Alabama (the "City") intends to vigorously oppose the quarry and the issuance of permits by ADEM; and

WHEREAS, the City Council desires to retain legal counsel to represent the City and protect the interests of its citizens, which may include representation before the Alabama Department of Environmental Management as well as litigation in state or federal courts; and

WHEREAS, Starnes Davis Florie, LLP and Samford & Denson, LLP possess the desired skills and expertise to represent the City in matters involving the proposed quarry; and

WHEREAS, a proposed Engagement Letter between the City and Starnes Davis Florie, LLP (including the engagement of Samford & Denson, LLP as local counsel) 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 Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Starnes Davis Florie, LLP (including the engagement of Samford & Denson, LLP as local counsel), a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter 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 Engagement Letter.

4. That all compensation and expenses payable to Starnes Davis Florie, LLP, and Samford & Denson, LLP, pursuant to the Engagement Letter shall come from the Unassigned Fund Balance.

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

6. That Starnes Davis Florie, LLP, with the consent of the City Attorney, is hereby authorized to hire such expert witnesses as needed in its representation of the City.

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2020.

____
PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____
CITY CLERK

EXHIBIT "A"

STARNES | DAVIS FLORIE LLP

Richard E. Dav
100 Brookwood Place, 7th Flo
Birmingham, AL 352(
(205) 868-604
Facsimile: (205) 868-60!
E-Mail: rdavis@starneslaw.co

February 3, 2020

By email to ggunter@opelika-al.gov

Guy F. Gunter, III, Esq.
City Attorney's Office
608 Avenue A
P.O. Box 390
Opelika, Alabama 36803-0390

Re: Creekwood Resources LLC Proposed Quarry

Dear Mr. Gunter:

On behalf of Starnes Davis Florie LLP (the "Firm"), we are pleased and privileged to be asked to represent the City of Opelika, Alabama (the "City" or the "Client"), and we look forward to working with you. As prescribed by the Alabama Rules of Professional Conduct, the terms of our representation are outlined as follows.

This letter will serve to confirm the Firm's representation of the City as counsel in connection with the referenced matter, which may include representation before the Alabama Department of Environmental Management as well as litigation in state or federal court.

As a general matter, unless otherwise specified in this letter, the terms of the Firm's engagement will be in accordance with our Standard Terms and Conditions of Engagement [the "Standard Terms"], a copy of which is attached. Our services will be billed at the following rates:

Senior Partner (Richard Davis):	$ 395.00/hour
Partner:	$ 305.00/hour
Associate:	$ 225.00/hour
Paralegal:	$ 150.00/hour.

These rates, all of which are discounted from the Firm's standard rates, are subject to periodic adjustment as outlined in the Standard Terms. The Firm's policy on expenses, including those expenses the Client is responsible for paying directly, is also contained in the Standard Terms.

We will bill the Client for any and all fees and expenses incurred in our representation of the Client in connection with this matter. The Client will ultimately be

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responsible for the payment of any and all fees and expenses incurred in this representation. The Firm will not require a retainer at this time, but we request that all invoices be paid within 30 days of the City's receipt of any invoice.

As you know, our local counsel in this matter will be provided by Joshua J. Jackson, Esq., a partner in Samford & Denson, LLP. It is my understanding that Mr. Jackson's hourly rate will be $295.00/hour, and his legal assistant, Ms. Courtney Lambert, will be billed at $125.00/hour. Mr. Jackson's firm will bill the City for its work directly.

If the terms of this engagement letter and the Standard Terms meet with your approval, please have the appropriate person sign below and return a copy of the fully executed letter to me. If, in the alternative, you have any questions regarding this letter or the enclosed copy of our Standard Terms, please let me know. We look forward to the opportunity to work with you in this matter.

Sincerely,

STARNES DAVIS FLORIE LLP

Richard E. Davis

RED/mwk
Enclosure

ACCEPTED AND AGREED TO BY:

The City of Opelika, Alabama

By: ______________________________

Its: ______________________________

Date: ______________________________

cc: Joshua J. Jackson, Esq. (by email)

{B3405275}

Starnes Davis Florie LLP
Standard Terms and Conditions of Engagement

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter in which Starnes Davis Florie LLP ("The Firm") is engaged to represent "Client," as defined in the engagement letter.

Basis for Fees and Reimbursable Costs. Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of the Client as follows:

Fees. The Firm will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (i) legal services provided by our attorneys, paralegals and other professionals, and (ii) reimbursable costs and expenses incurred by the Firm in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted as of January 1 of each year.

Reimbursable Costs. The second component of "services rendered" shown on your bill will be summary of expenses by category which includes: long distance telephone, postage, photocopy/scan/print, facsimile charges, secretarial and word processing, overtime, etc. See table below:

Costs and Expenses	
Service	**Charge**
Outgoing Faxes	***From a desktop:*** Long distance charges
Copy/Print	***Black/White:*** .20 cents per page ***Color:*** .50 cents per page
Scan	50 or more pages between document breaks = .10/pg 25 or more pages between document breaks = .12/pg 10 or more pages between document breaks = .14/pg less than 10 pages per document break = .16/pg "make ready" or glass work required = .18/pg Endorse/label/tif = .03/pg OCR = .06/pg Coding up to 3 fields = $1.00/pg Coding more than 3 fields = $1.50/pg **Print/Blowback:** Black/White = .50/pg Color = $1.00/pg **Disk Burning:** CD = $10 DVD = $20

Costs and Expenses (continued)	
Service	**Charge**
Telephone	Actual long distance charges on Firm systems and on Firm or other calling cards
Courier/Overnight Services	Actual charges incurred
Postage	Actual charges incurred
Electronic Research	Actual charges incurred
In-House Video Conferencing	Actual charges incurred
Third Party Conference Calls	Actual invoiced cost
Technology Support	Hourly rate for technician time plus all direct costs
Overtime	Actual charge incurred when overtime is warranted
Mileage (out of town travel)	Per IRS approved rate
Third Party Services such as: transcripts, title searches, title insurance, filing and recordation fees and taxes, and other transaction-related disbursements, such as expert witnesses and consultants and investigators.	Items over $1,000 are typically sent directly to client for payment. Otherwise, costs for such services are billed to clients at actual invoiced cost.

While many expense costs are generally paid by the Firm and then charged to Client, it is our practice to forward invoices for significant (e.g., $1,000 or higher) filing fees or disbursements, including expert witness or consultant invoices, to Client for direct payment to the vendor. In addition, if substantial costs are to be advanced in connection with the matter, it is our practice to obtain a retainer from Client to cover such costs. No expenses for expert witnesses or consultants will be incurred without Client's consent.

Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client. The amount of the retainer is specified in the attached engagement letter. As monies become due for legal fees and expenses, those items will be deducted from the Retainer, with notice to you of those deductions. Of course, with respect to any other matters we may undertake on the Client's behalf, we may request an additional retainer that is reasonable in light of the anticipated scope of the task at hand.

Under applicable law, interest on attorneys' trust accounts for clients is payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise on an Advance Deposit Form, along with Client's taxpayer identification number on the signed W-9 Form. The Firm's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at our discretion.

Payment. Unless otherwise specifically agreed in the engagement letter, we expect payment from Client within 30 days of the invoice date, as prompt and full payment for our services is vital to our ability to efficiently provide legal services to all clients. By executing the engagement letter, Client and any other responsible party agrees to pay our invoice within 30 days of the bill date, unless otherwise specified in the letter.

Overdue Accounts. Client further understands that we reserve the right to discontinue services if our bills are not paid in a timely manner and to seek payment for all past services rendered.

Terms of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If Client so requests, we will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and you agree to engage successor counsel to represent you.

Information/Client Responsibilities. We will keep Client informed of the status of all matters and will send you copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to you relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Termination. Unless previously terminated, our representation of the Client will terminate upon our sending the final statement for services rendered in this matter. The Firm expects full payment for any amounts owed at that time.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with a specific matter as described by the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liability. Unless the client engages the Firm to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future developments.

External Electronic Communication Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication ("EC") (via the internet or other network). Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise the Firm in writing not to send them via EC, and the Firm will comply with Client's request.

Future Conflicts In Unrelated Matters. Pursuant to the Alabama Rules of Professional Conduct and unless Client and the Firm specifically agree otherwise, Client understands that because of the variety of clients and types of matters represented by the Firm, it is important to all of our clients, including Client, that we not become unduly precluded from representing clients, where clients, including Client, may develop a relationship with us and anticipate using us for that type of matter. Accordingly, the Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for Client even if the interests of such clients in those other matters are directly adverse to Client in a matter for which we have not been engaged to represent Client. By signing the engagement letter, Client expressly waives any right to object to such representation or to any other adverse representation by us not substantially related to our work for Client, even if the interest of Client in such other matter is directly adverse to Client in a matter for which we have not been engaged to represent Client. We agree, however, that Client's prospective consent to conflicting representation as described herein shall not apply unless an appropriate ethical wall is put into place in any instance whereas as the result of our representation of Client we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used to the material disadvantage of Client.

If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.

Insurance. Unless expressly included in the Scope of Engagement above, Client shall be responsible for tendering any claim or suit to Client's insurer. It is possible that Client or the Firm may secure the agreement of an insurance company that Starnes Davis Florie may act as Client's counsel. Some insurance companies impose restrictions on the type, amount of or hourly rate for legal services for which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from this Agreement. While the Firm will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, the Firm's agreement is with Client, and Client agrees to pay promptly the Firm's invoices, and Client will seek such reimbursement from the insurance company as may be appropriate. In the event a billing dispute arises between Client and the insurance carrier, the Firm will advise Client, and, if Client wishes, the Firm will represent Client in connection with that dispute, at the Firm's current hourly rates.

Disposition of Records. The Firm is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. The Firm may destroy any file materials (hard copy or electronic form) after termination of the representation or matter involved unless Client requests those materials within thirty days after the termination of the matter. Pursuant to the Firm's document retention practice, all file materials (hard copy or electronic format) will be destroyed at the expiration of eight years of the conclusion of the representation, or at the expiration of any time period required by the Alabama State Bar, whichever is longer, except for those materials expressly precluded from destruction pursuant to a formal Opinion or other specific written instruction from the Alabama State Bar.

Exclusion of Owners, Subsidiaries, Officers, Directors and Employees. Our client for purposes of our representation is Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (a) shareholders or constituent partners, members, or other equity stakeholders, (b) parent, sister, brother and subsidiary companies, (c) joint ventures, limited partnerships, general partnerships, limited liability companies or other unincorporated entities in which Client may have an ownership interest, (d) officers, (e) directors, (f) employees, or (g) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. ***Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter.*** Our objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by the Firm find themselves being sued or in an adverse position to another client of the Firm because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, we are forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

RESOLUTION NO. 038-20

City Council opposing proposed quarry

RESOLUTION NO. __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OPELIKA OPPOSING THE PROPOSED GRANITE QUARRY LOCATED ON LEE ROAD 168

WHEREAS, Creekwood Resources, LLC ("Creekwood") proposes to operate a granite quarry mining operation on 162 acres of land located on Lee Road 168; and

WHEREAS, Creekwood proposes to produce up to 936,000 tons of aggregate per year from its quarry; and

WHEREAS, the proposed quarry is expected to operate for more than fifty (50) years; and

WHEREAS, the proposed quarry site is located less than two (2) miles from Saugahatchee Lake which is Opelika's primary source of drinking water; and

WHEREAS, the quarry operator proposes to discharge "treated drainage" into unnamed tributaries that eventually flow into Saugahatchee Lake; and

WHEREAS, the proposed quarry will affect ground water and surface water systems, depress the water table, alter ground water flow paths and affect nearby wells, springs and surface water bodies such as Saugahatchee Lake; and

WHEREAS, blasting and changes in the surface water basin will increase turbidity levels in ground water and increase sedimentation in Saugahatchee Lake, thereby negatively impacting the quality of water; and

WHEREAS, quarry operations will create dust from extraction, from moving the aggregate, from screening and crushing and from trucks entering and exiting the processing area;

and

WHEREAS, fine particulate fugitive dust is a respiratory hazard; and

WHEREAS, airborne silica, a byproduct of aggregate processing, is a known carcinogen; and

WHEREAS, airborne silica can also lead to the development of silicosis, which is a disease brought from the overexposure to crystalline silica found in dust from rock crushing and grinding; and

WHEREAS, as air pollution from the quarry will adversely affect many residential neighborhoods and schools within the City; and

WHEREAS, other potential impacts include noise, vibrations and increased heavy truck traffic; and

WHEREAS, approval of the environmental permits will result in significant impacts to health, safety and welfare of citizens, water quality, the Saugahatchee Lake watershed, air quality, traffic flow, roadway safety, wildlife habitat and property values within the City of Opelika and its surrounding areas; and

WHEREAS, the property designated as the site of the proposed quarry is located outside of the City limits but is surrounded on three sides by the City of Opelika; and

WHEREAS, the proposed rock quarry near Opelika threatens the environment, area wildlife, educational and recreational opportunities and the general welfare of the City of Opelika.

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

Section 1. The City Council hereby states its opposition to the proposed quarry.

Section 2. The City Council hereby requests that ADEM deny the air quality permit and NPDES Permit Number AL0084018.

Section 3. The City Council hereby directs the Mayor to request a public hearing on the air quality permit and the NPDES Permit.

Section 4. The officers of the City are hereby authorized to do or cause to be done or performed in the name and on behalf of the City such other acts 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.

Section 5. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the ______ day of ____________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

ORDINANCE NO. (ID # 3917)

Rezoning, 32.45 Acres, 2899 Gateway Drive - 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 "Council") of the City of Opelika, Alabama (the "City") as follows:

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

(a) Broad Metro, LLC heretofore submitted to the City a development plan for a planned unit development ("PUD") entitled Capps Landing Entertainment District PUD on approximately 32.45 acres.

(b) The proposed development is located in a C-2/GC-P District (office/retail, gateway corridor primary overlay district) and is located on the southeastern side of Gateway Drive and I-85.

(c) The property described in Section 3 below will be developed as a multi-use commercial planned unit development consisting of restaurants, retail shops, hotels, fueling station and outdoor/indoor recreational and entertainment businesses. The proposed development will have access to the property from Gateway Drive with access points aligning with Capps Landing and Capps Drive.

(d) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development, subject to certain requirements, conditions and modifications which are set forth in Section 2 below.

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

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City, subject to compliance with the following requirements, conditions and modifications:

(a) The truck fueling station will have only six (6) stalls/spaces for truck fueling and ten (10) spaces for truck parking.

(b) The proposed freestanding sign will conform to the maximum area and height requirements.

(c) The applicant will partner with the City to make infrastructure improvements to Gateway Drive and other infrastructure to mitigate traffic congestion.

(d) The applicant will provide 24-hour security monitoring truck parking ensuring trucks are parked in the stall/space for a maximum of one (1) hour.

(e) All buildings shall meet the Gateway Corridor Overlay cladding, including the support poles for the passenger fueling canopy, and landscaping requirements.

(f) Access easements or future streets shall be required to the Ward property to the northeast either in this phase or future phases if it cannot be accommodated due to topography or the property configuration.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-2/GC-P (Office/Retail, Gateway Corridor Primary District) to a Planned Unit Development (PUD) on the official zoning map of the City.

A parcel of land situated in the South half of Section 24 and the North half of Section 25, Township 19 North, Range 25 East, Lee County, Alabama, being more particularly described as follows:

Begin at a found 1" crimp, said point being the intersection of Interstate Highway 85 (right of way varies) and the East line of the Southwest one-quarter of said Section 24; thence leaving said right of way, run South 00 degrees 21 minutes 27 seconds West along the East line of said quarter-section for a distance of 835.97 feet to a found McCrory capped rebar; thence leaving the East line of said Section 24 run South 38 Degrees 54 Minutes 12 Seconds West for a distance of 736.91 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 42 Degrees 46 Minutes 46 Seconds East for a distance of 381.76 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 47 Degrees 17 Minutes 05 Seconds West for a distance of 228.57 feet to a set 5/8 inch capped rebar stamped CA-560-LS; said point marking the beginning of a curve turning to the right having radius of 922.93 feet, a central angle of 06 Degrees 45 Minutes 17 Seconds, a chord bearing of South 50 Degrees 39 Minutes 44 Seconds West, a chord length of 108.74 feet, thence along the arc of said curve for a distance of 108.81 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 59 Degrees 24 Minutes 36 Seconds East for a distance of 322.08 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run South 22 Degrees 24 Minutes 50 Seconds West for a distance of 216.39 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point lying on the North right of way of Gateway Drive, said point also lying on a curve turning to the right having a radius of 1,813.55 feet, a central angle of 22 degrees 30 minutes 27 seconds, a chord bearing of North 56 degrees 19 minutes 56 seconds West and a chord distance of 707.84 feet; thence run along the arc of said curve and along said right of way for 712.42 feet to a found concrete monument; thence run North 42 degrees 10 minutes 54 seconds West along said right of way for a distance of 285.13 feet to a found concrete monument; thence run North 29 degrees 34 minutes 26 seconds West along said right-of-way for a distance of 288.97 feet to a found concrete monument; thence run North 07 degrees 05 minute9 51 seconds West along said right of way for a distance of 195.06 feet to a found concrete monument being at the intersection of said right of way and the Southernmost right of way line of Interstate Highway 85 (right of way varies); thence run North 35 degrees 10 minutes 02 seconds East along .said Southernmost right of way for a distance of 249.80 feet to a set 5/8" capped rebar stamped GSA; thence run North 32 degrees 14 minutes 36 seconds East along said right of way for a distance of 201.18 feet to a found concrete monument; thence run North 55 degrees 39 minutes 38 seconds East along said right of way for a distance of 173.87 feet to a found concrete monument; thence run North 25 degrees 30 minutes 04 seconds East along said right of way for a distance of 185.16 feet to a set 5/8" capped rebar stamped GSA; thence run North 38 degrees 50 minutes 16 seconds East along said right of way for a distance of 233.55 feet to a found concrete monument; thence run North 59 degrees 14 minutes 24 seconds East along said right of way for a distance of 284.44 feet to a found concrete monument; thence run North 31 degrees 42 minutes 44 seconds West along said right of way for a distance of 40.00 feet to a set 5/8" capped rebar stamped GSA; thence run North 58 degrees 17 minutes 16 seconds East along said right of way for a distance of 433.71 feet to the POINT OF BEGINNNG. Said parcel contains 1,413,381 square feet or 32.45 acres more or less.

BEING THE SAME PROPERTY AS THE FOLLOWING:

Lot 1, Broad Metro, LLC Plat No. 1, as recorded on April 15, 2019 at Plat Book 42, Page 41 in the Office of the Probate Judge of Lee County, Alabama.

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

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

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

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

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

ADOPTED AND APPROVED this the _____day of ____________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of ______________________, 2020.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 3958)

Authorize Sale of City Property, 1506 Harper Street - 2nd Reading.

ORDINANCE NO.__________

ORDINANCE AUTHORIZING THE CONVEYANCE
OF 1506 HARPER STREET TO HOMETOWNE PROPERTIES, LLC

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

> Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.
>
> Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner's Office.

Section 2. That the City of Opelika, Alabama, having received an offer from Hometowne Properties, LLC, an Alabama limited liability company, to purchase the real estate described in Section 1 above, it is hereby declared that it is in the best interest of the public and the City to sell said premises to Hometowne Properties, LLC, for and in consideration of the sum of $8,000.

Section 3. That the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 above to Hometowne Properties, LLC, for and in consideration of the sum of $8,000.

Section 4. That a Real Estate Sales Agreement to be entered into between the City aand Hometowne Properties, LLC, 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 submitted to the submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement. The Mayor is hereby authorized and directed to execute said Agreement in the name and on behalf of the City and the City Clerk is authorized to attest the same.

Section 5. That the Mayor, City Clerk and other appropriate officers and employees of the City are hereby authorized to take such further actions and execute and deliver such other agreements, contracts, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____day of ____________________, 2020.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR this the _____day of ____________________, 2020.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2020.

____

MAYOR

ATTEST:

____

CITY CLERK

REAL ESTATE SALES AGREEMENT

BETWEEN

THE CITY OF OPELIKA, ALABAMA ("SELLER")

AND

HOMETOWNE PROPERTIES, LLC ("PURCHASER")

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

THIS AGREEMENT made and entered into this the ____ day of ____________, 2020 by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as "**SELLER**") and **HOMETOWNE PROPERTIES, LLC,** an Alabama limited liability company, having address at 504 Hillflo Avenue, Opelika, Alabama (hereinafter referred to as "**PURCHASER**").

WITNESSETH:

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

1. **PURCHASE OF PROPERTY.** **SELLER** hereby agrees to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLER**, subject to the conditions hereinafter set forth, the following described real property located at 1506 Harper Street in the City of Opelika, Alabama (hereinafter called "PROPERTY"), described as follows:

> Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.
>
> Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner's Office.
>
> Deed Reference: Deed Book 915 at Page 259

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be $8,000.00, payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will

be held at 204 South 7th Street, Opelika, Alabama, or at such other place as is mutually agreeable to the **SELLER** and the **PURCHASER** on a date to be designated by the **PURCHASER** within sixty (60) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLER** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject to the following easements, restrictions, reservations, covenants, conditions, encumbrances and exceptions:

1. The restrictions contained in a Declaration of Restriction recorded in the Office of the Judge of Probate of Lee County, Alabama in Book 822 at Page 137.

2. The General Covenants set forth in that certain warranty deed dated August 28, 1973 from The Housing Authority of the City of Opelika to the City of Opelika of record in Deed Book 915 at Page 259 in the Office of the Judge of Probate of Lee County, Alabama.

3. The drainage, sanitary sewer and utilities easements as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the Office of the Judge of Probate of Lee County, Alabama.

4. The building setback line as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the office of the Judge of Probate of Lee County, Alabama.

5. Potential encroachment of neighbor’s carport, driveway and shrubbery over common property line separating lots 43 and 44 of Toomer Street Project, First Addition Subdivision.

6. Any encroachments, overlaps, or obstructions which might be shown by an accurate, present survey or would be visible upon actual inspection of the property.

7. All rights-of-way for public roads and utilities physically in existence across or over said property or easements therefor which may be of record.

8. Subdivision regulations and zoning ordinances of the City of Opelika.

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

At closing, Purchaser shall deliver to Seller a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to Purchaser in the manner described in this Contract shall be paid by the Seller. All other costs and expenses of closing shall borne by the Purchaser.

4. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

5. **SALE OF PROPERTY "AS-IS".** Purchaser has heretofore inspected the Property and is acquainted with the condition of the Property. Purchaser agrees to take the Property "AS-IS", in its present condition. Until closing, Seller agrees to maintain the Property in its present condition, reasonable war and tear excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

6. **DISCLAIMER.** Purchaser acknowledges and agrees that Seller does not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Property, including, without limitation, the soil, geography capacity for development, access or environmental conditions that may exist or have previously existed on the Property. Purchaser acknowledges and agrees that to

the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

7. **SURVEY.** Seller has no obligation to provide Purchaser with a survey of the Property. Purchaser may elect to purchase same at its own expense, which shall in no event delay the Closing.

8. **TITLE OPINION; TITLE POLICY.** Seller has no obligation to provide Purchaser with a title opinion, title commitment or an owner's policy of insurance covering the property. Purchaser may elect to purchase same at its own expense from an attorney or title company of its own choosing, which shall in no event delay the Closing.

9. **DEFAULT.** In the event of a default by Seller or Purchaser, the non-defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

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

11. **SURVIVAL OF TERMS:** The Seller's and the Purchaser's covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

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

13. **ENTIRE AGREESMENT:** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the Seller

and the Purchaser relating to the subject matter which is not expressly set forth herein and covered hereby.

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

15. **GENDER.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

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

THE CITY OF OPELIKA, ALABAMA
A MUNICIPAL CORPORATION
SELLER

By:____________________________________
GARY FULLER,
ITS MAYOR

ATTEST:

____
CITY CLERK

HOMETOWNE PROPERTIES, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY
PURCHASER

By:____________________________________
RICHARD S. LaGRAND, JR.,
ITS OWNER

ORDINANCE NO. (ID # 3949)

Set the Municipal Election of Officers and Voting Locations for August 25, 2020 - 2nd Reading.

ORDINANCE NO. ________

AN ORDINANCE PROVIDING FOR THE

ELECTION OF MUNICIPAL OFFICERS

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

Section 1. Pursuant to §11-46-21 of the *Code of Alabama* (1975), a municipal election shall be held on Tuesday, August 25, 2020 for the purpose of electing a Mayor and City Council Place Numbers 1, 2, 3, 4, and 5.

Section 2. All registered and qualified electors of the state who reside within the corporate limits of the City of Opelika, Alabama and have resided therein for thirty (30) days or more immediately preceding the date of such election and who are qualified to vote in the county precinct which embraces and covers that part of the corporate limits of the City of Opelika in which the elector resides, will be authorized to participate in said election.

Section 3. That the polls shall be opened on the day of said election from 7:00 a.m. until 7:00 p.m. at the voting places in the City of Opelika, Alabama, designated as follows, to-wit:

WARD NO.	LOCATION OF VOTING PLACE
1	Covington Community Center 213 Carver Avenue
2	Opelika Learning Center (formerly Old Jeter School)

	214 Jeter Avenue
3	Opelika Community Center 1102 Denson Drive
4	East Alabama Medical Center Education Center 2027 Pepperell Parkway
5	Opelika Sportsplex 1001 Andrews Road
Absentee Ballot Box	City Clerk's Office Municipal Building 204 South 7th Street

Section 4. The Mayor is hereby authorized, directed and empowered to give notice of the time and purpose of such municipal election by publication one (1) time on July 7, 2020, in The Opelika-Auburn News, a newspaper of general circulation in the City.

Section 5. Candidates may begin qualifying for office on Tuesday, July 7, 2020. The last day on which a candidate may qualify by filing a statement of candidacy with the City Clerk shall be Tuesday, July 21, 2020.

Section 6. The Absentee Election Manager shall accept applications by qualified electors for absentee ballots from Tuesday, July 28, 2020, until Thursday, August 20, 2020, at 5:00 p.m., Central Daylight Time.

Section 7. The Council shall meet in the Council Chambers in the Municipal Court Building at 12:00 noon on Tuesday, September 1, 2020, for the purpose of canvassing the results and declaring the results of the election. The record of the results of the election shall be recorded in the minutes and proceedings of the Council and when so recorded shall be conclusive evidence of the matters therein stated and the validity of the election unless contested as required by law.

Section 8. That a run-off election, if required, shall be held on Tuesday, October 6, 2020.

Section 9. If a run-off election is required, the Council shall meet in the Council Chambers in the Municipal Court Building at 12:00 noon on Tuesday, October 13, 2020, for the purpose of canvassing the results and declaring the results of the run-off election. The record of the results of the run-off election, if required, shall be recorded in the minutes and proceedings of the Council and when so recorded shall be conclusive evidence of the matters therein stated and the validity of the run-off election, unless contested as required by law.

Section 10. Except as otherwise specifically provided herein, said municipal election and run-off, if required, shall be conducted, the votes canvassed, and the results declared in the same manner as provided by Chapter 46, Title 11 of the *Code of Alabama* (1975, as amended).

Section 11. This Ordinance shall take effect as provided by law and shall be implemented pursuant to the provisions of Chapter 46, Title 11 of the *Code of Alabama* (1975, as amended).

Section 12. The City Clerk is hereby authorized, directed and empowered to cause this Ordinance to be published one (1) time in The Opelika-Auburn News, a newspaper published in and of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _________, 2020.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of __________, 2020.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______, 2020.

____

MAYOR

ATTEST:

____

CITY CLERK