OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
300 Martin Luther King Blvd.
January 5, 2021
TIME: 7:00 PM

1. CALL TO ORDER

2. ROLL CALL
    1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. INVOCATION
    1. Jere Scott Bradshaw from Covenant Presbyterian Church.

4. PLEDGE OF ALLEGIANCE
    1. Russell Jones - City Clerk.

5. READING OF MINUTES
    1. Minutes from the 12-15-20 council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. Atta Boy Award for Opelika Police Officer Chase Higgins.
    2. Proclamation for Human Trafficking Awareness Month.
    3. Proclamation for John Emerald Distilling Company Achievement Awards.

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Request Alcohol License - Cracker Barrel Old Country Store Inc Dba Cracker Barrel #231 Restaurant Retail Liquor & Retail Beer on Premise.
    2. Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

12. AWARDING OF BIDS

13. RESOLUTIONS
    1. Designate City Personal Property Surplus & Authorize Disposal.
    2. Purchase - Police Equipment for Police Pkg. Automobiles-AL Contr. #MA999 180000000347 - PD.
    3. Industrial Blvd. Change Order 1 - ENG.
    4. East Alabama Regional Muti-Jurisdictional Hazard Mitigation Plan: Phase One, 2020.

5. Re-Program CDBG PY2018-2019 Funds.
6. Weed Abatement Assessment - 1109 Magnolia St.
7. Approve Construction of Subdivision Sign in Right-Of-Way, Wyndham Village Drive.
8. Authorize Engagement Letter with Bradley Arant Boult Cummings, LLP.

14. ORDINANCES
    1. Amend Zoning Ordinance & Map, 6.23 Acres, 2000 Block of Cunningham Dr. - 2nd Reading.

15. APPOINTMENTS

16. ADJOURN
    1. Character Trait of the Month - Self-Discipline, the ability to control one's feelings and overcome one's weaknesses.

"*In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-2083."*

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/05/21 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4487

CM MINUTES (ID # 4487)

Minutes from the 12-15-20 council meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
300 Martin Luther King Blvd.
December 15, 2020
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:01 pm and asked Mr. Jones to call the roll.

2. Roll Call

Ms. Norris, Dr. Lofton, Mr. Rauch, and Mr. Smith were present. Mr. Allen and Mayor Fuller were absent.

   1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. Invocation

Mr. Tippett spoke about the work Christian Care Ministries does for the community, especially during the holidays, distributing food and clothes to those in need and thanked the council for their support. Mr. Tippett then provided the invocation.

   1. Tom Tippett from Christian Care Ministries.

4. Pledge of Allegiance

Drew Hess, Andrew Mills and Zayne Lackey from Boy Scout Troop 858 led the Pledge of Allegiance.

   1. Drew Hess, Andrew Mills and Zayne Lackey from Boy Scout Troop 858.

5. Reading of Minutes
   1. Minutes from the 12-1-20 council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

   2. Minutes from the 12-11-20 special meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

6. Unfinished Business
7. Remarks By the Mayor

President Smith asked Mr. Motley to present the Mayor's remarks due to the Mayor being out of town.

   1. City's Financial Summary Report for November 2020.

   Mr. Motley presented the financial summary report.

2. November 2020 Monthly Building Report.
Mr. Motley also presented the monthly building report.

8. Citizen Communications

Billy Allen, President of the Lee County NAACP branch 5038, spoke first. Mr. Allen stated the NAACP branch 5038 would draft a resolution in support of the Lee County remembrance project placing a marker in downtown Opelika and also commended the job of those in charge of the Lee County remembrance project.

Brandon Fincher of 308 Martha's Court spoke next. Mr. Fincher voiced his concern about the tax abatement for Mando America Corporation on the agenda. Mr. Fincher began by thanking Mando for being located in Opelika and the jobs they provide for the community. Mr. Fincher stated the previous council approved a ten year tax break on local property taxes and a fifteen year tax break on ad valorem taxes for a Mando project that only created 3 new jobs last year. Mr. Fincher then stated the current agenda resolution seemed to be similar in nature and would only create 4 new jobs. Mr. Fincher stated he believes passing the resolution would be a "slap in the face" to local small businesses and working citizens. Mr. Fincher also stated he is a believer in creating environments conducive to helping businesses thrive but we have reached a point where we are helping those who need it the least. Mr. Fincher stated he believes the small businesses impacted by COVID-19 are the one's who could use the tax breaks and furthermore Opelika is one of a few cities in the state to charge an occupational tax. Mr. Fincher noted while Opelika charges people to work in the city, Opelika then waives taxes for their most profitable manufacturers which includes companies other than just Mando. Mr. Fincher went on to state that Mando gave a $20,000 donation to a local candidate for office in the most recent election and if they have the means to "throw around that amount of money in a local election" they shouldn't be getting another tax break. Mr. Fincher then stated from an outsiders perspective when the city grants two major tax breaks for a company in a year for a total of 7 jobs to be created, it begs the question of do we unofficially have a system of "I'll scratch your back if you scratch mine". Mr. Fincher closed by stating he believes Opelika is in prime position to attract and keep businesses due to it's location and citizens and we shouldn't have to engage in this type of policy just to maintain a positive business environment.

9. Report of Disbursements

10. Committee Reports

11. General Business

President Smith asked Mr. Jones to present the general business.

1. Request Alcohol License - Cracker Barrel Old Country Store Inc Dba Cracker Barrel 231 Restaurant Retail Liquor and Retail Beer on Premise License.
After not receiving a second to the motion by Mr. Rauch, President Smith asked for a second to the motion so that the council could have discussion. Dr. Lofton then seconded the motion and President Smith asked if there was discussion. Dr. Lofton stated his reservation to the approval of the alcohol license was due to the family restaurant environment. President Smith asked if Cracker Barrel was introducing alcohol to it's restaurants regionally or just the stores owned by this group. Multiple people answered it would be implemented nationwide. Ali Rauch, President

and CEO of the Opelika Chamber of Commerce, then stated they would be adding mimosas and coffee-type beverages to the menu but not necessarily changing their culture to creating a late-night environment.

RESULT:	**FAILED [2 TO 2]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Eddie Smith, Todd Rauch
NAYS:	Erica Norris, Robert Lofton
ABSENT:	Willie Allen

2. Public Hearing - Weed Abatement Assessment - 104 N 9th St.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing - Demolition - 3 Oak Ct.

President Smith asked for a motion to remove the item from the agenda due to obligations being met by the owner to avoid having the property demolished at this time.

RESULT:	**REMOVED FROM AGENDA [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

4. Public Hearing - Demolition - 203 Raintree Street.

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

5. Public Hearing - Demolition - 513 Avenue C.

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

6. Public Hearing - Amend Zoning Ordinance & Map, 6.23 Acres, 2000 Block of Cunningham Dr.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said zoning amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

President Smith asked Mr. Motley to present the bids.

1. Bids 322-20 Fire Uniforms - FD.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

2. Bids 323-20 LED Flood Lights and Mounting Adapters - OPS.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 324-20 Designate City Personal Property Surplus & Authorize Disposal.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

2. Resolution 325-20 Approve Mando America Corporation Tax Abatements and Exemptions - ED.

President Smith stated before he would ask for a motion, he would like for Lori Huguley, Director of Economic Development, to come to the podium and speak to the council about the pro's and con's of the resolution that was being presented. Ms. Hughley introduced Mr. Yun Lee, CFO of Mando American Corporation, who was present at the meeting. Ms. Huguley stated in regards to the gentleman's earlier remarks about the abatement of all taxes was incorrect and only the non-educational portion of taxes would be abated. Ms. Huguley explained to the council the investment by Mando would still create educational tax revenue for the city and the resolution is only asking for the abatement of other non-educational taxes. Ms. Huguley also stated the investment shows the company is continuing to grow and generate more jobs, taxes, and investments in the city, and Mando employs over 500 people in our community so it is a significant manufacturing employer. Ms. Norris asked about the amount of taxes abated and for how many years. Ms. Huguley made reference to the comment the gentleman made earlier and explained that was for a different project and it was for a new line that Mando installed previously, and this resolution was for another different new line Mando would be installing currently. Ms. Huguley explained further that Mando continually has new automotive industry parts to produce for their original equipment manufacturer (OEM) and this is not the same abatement that was done last year, it would be a totally new investment and the breakdown of the new abatement has been provided to the council in their agenda packet. Ms. Norris requested Ms. Huguley state the new abatement amount for the citizens. Ms. Huguley stated the total tax abatement over 15 years would be a total of $442,376 and the amount of educational taxes generated for the city by the new investment would be $540,902. Ms. Norris asked which year are we in for the tax abatement. Ms. Huguley answered this is a new abatement so this would be year one for this new project. Ms. Norris said she knows that this comes along with these businesses and how we give them a little so they can invest and offer those job opportunities for our citizens. Ms. Huguley stated the city is not giving them anything but granting them an abatement of the taxes but still generating the educational portion of the taxes, and how we want to show our partnership with the company by granting these abatements. Ms. Norris answered by stating the way she understands it is that we are giving the company something for something in return and has the city ever asked these companies if they would still invest if the city did not offer the tax abatements. Ms. Huguley answered the city has not done that in the past due to the city trying to be great partners with these industries that are investing, and the way it is looked at is that the educational taxes would be generated if the investment is made due to the abatement of non-educational taxes. Ms. Norris asked if that was a no and Ms. Huguley answered no the city has not asked that before. Ms. Norris stated she needs to hear both sides and is glad to hear Ms.

Huguley's side and also heard Mr. Fincher's side, and being new to the council she needs to ask these questions to be sure and do what's best for the citizens. Ms. Norris went on to say that she understands that job creation is important but did hear Mr. Fincher's concern for the small businesses and if we afford them the same opportunities and that she did not know the answer to that question. Ms. Hughley stated the city does not normally do tax abatements for small businesses but the city does support them in other ways including partnering with the Chamber of Commerce and the City Council. City Attorney Guy Gunter stated the city is following a statutory procedure from the Alabama legislature that requires a minimum investment of $2 million for an expansion of a company to receive an exemption for tax abatements and these must comply with existing Alabama law. Ms. Norris thanked Mr. Gunter for the information and stated that was something she was not aware of and needed to know to make an informed decision. Dr. Lofton then stated Mando would be spending $11 million on their expansion adding on to their facility and creating jobs and that would be an investment into the city as well. Ms. Huguley then stated it is also about retention and how in the bigger picture it allows them to remain current and grow their business so that they can retain and add to the 500 employees they have. Mr. Gunter then stated how important it is for the city to encourage our industries to keep investing in their business and gave an example of the Goodyear tire plant in Gadsden, AL that was the largest tire plant in the world that did not keep investing and over 4000 jobs were lost when it shut down. Ms. Huguley stated the city has it's own example of a company that did not keep investing and is no longer in the city as well. Ms. Norris closed by saying she thinks the entire city council supports these investments in the community but she didn't think it would be a bad idea to ask some questions as well and thanked both Ms. Huguley and Mr. Gunter for their answers and information.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

3. Resolution 326-20 Approve Installation of Four (4) Electronic School Speed Zone Warning Signs - PW.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

4. Resolution 327-20 Approve Contract for Career Firefighter Cancer Insurance - HR.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

5. Resolution 328-20 Approve License Agreement - Sidewalk Use for Balcony, Cannon Real Estate Holdings, LLC, - Dickson Building.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

6. Resolution 329-20 Weed Abatement Assessment - 104 N 9th St.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

7. Resolution Demolition - 3 Oak Ct.

RESULT:	**REMOVED FROM AGENDA [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

8. Resolution 330-20 Demolition - 203 Raintree Street.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

9. Resolution 331-20 Demolition - 513 Avenue C.

Mr. Rauch stated a couple of months ago the owner of this building was at a council meeting voicing her opinion to keep the building but has since not put any money into it to get it fixed and it was the advisement of the city at the time that no extra time be allotted but certain improvements have been done to the building. Mr Rauch asked if there was any additional information on this property and it's condition. Mr. Gunter stated Mr. Kappelman, chief building inspector, could answer that question. Mr. Kappelman stated the property Mr. Rauch was speaking of was a different property than the one being voted on. President Smith confirmed it was a different property and asked if the property being voted on was in the condition seen in the pictures provided. Mr. Kappelmen answered yes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

10. Resolution 332-20 Reappointment of Municipal Judge and Public Defender for the Municipal Court.

Ms. Norris asked a question about the process for the appointments and if they are just re-appointed or if there are opportunities provided to others to apply for the positions. President Smith answered historically as long as the administration has been pleased by their performance and there is a willingness to continue to serve, these positions have be renewed. President Smith then stated he believed this was Judge McCollum's first renewal. Mr. Gunter stated Judge McCollum was appointed after the retirement of Judge Wilks back in 2018. President Smith then stated the challenge of appointing a Municipal Judge is that there are a limited number of lawyers that have the ability to sit on the bench and also live in Opelika. President Smith stated, in regards to the public defender, Ms. Camp is bilingual and there are not many public defenders with that skill set and with the growing Hispanic population she has been an invaluable resource in this area. Ms. Norris then stated it should be a priority to make all citizens of Opelika aware of these positions when they have an opening. Ms. Norris then agreed that having a bilingual public defender is a good thing but if they don't ask anyone else if they have that skill set as well, they will never know if there is someone else qualified whom could serve the city. Ms. Norris stated she believes the citizens want transparency and when the council makes decisions, especially when it comes to hiring without making the citizens aware there is an opportunity, there could be concerns that the city and city council are not interested in diversity and inclusion. Ms. Norris closed by stating the more information and more opportunities they can give the citizens to serve the city of Opelika, the city and the council will have done what they are supposed to do.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

11. Resolution 333-20 Annual Appropriation Contract FY2021 with Opelika Chamber of Commerce.

After Dr. Lofton made a motion to consider, there was some discussion about there needing to be a second to discuss the resolution. After some clarification by Mr. Gunter and President Smith, and out of respect for Dr. Lofton asking for a second to discuss the resolution, Ms. Norris provided a second to the motion. Mr. Rauch then provided an explanation of his abstention due to his spouse being the President and CEO of the Chamber of Commerce, and also if the resolution was approved the signed contract would be sent to the Alabama State Ethics Commission and then thanked Mr. Gunter for his help with it. Dr. Lofton then stated he would be very much in favor of supporting the contract with the Chamber of Commerce and how their contribution and support for the city is much appreciated by him. Ms. Norris then stated she was also in favor of the contract and is also appreciative of what the Chamber of Commerce does for the city. Ms. Norris closed by stating she was unaware that a meeting about the contract had been moved to a later date, thought the meeting had taken place without her and she was not fully informed to make a decision at this time, and that was why she considered tabling the resolution to gather all information before voting.

RESULT:	**APPROVED [3 TO 0]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith
ABSTAIN:	Todd Rauch
ABSENT:	Willie Allen

12. Resolution 334-20 Special Appropriation to AO Discover!.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

13. Resolution 335-20 Special Appropriation to the Dream Day Foundation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Amend Zoning Ordinance & Map, 6.23 Acres, 2000 Block of Cunningham Dr. - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.

RESULT:	**FIRST READING INTRODUCED**

15. Appointments

President Smith presented the appointments.

1. Reappoint Sutricia Johnson to the LRCOG / MPO Citizen Advisory Committee - New Term ends 1-1-2023.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

2. Reappoint Ken Ridley to the LRCOG / MPO Citizen Advisory Committee - New Term ends 1-1-2023.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

16. Adjourn

The City Council meeting minutes of December 15, 2020 are hereby adopted and approved this the ___ day of ______________, 2020.

____

President of City Council

City of Opelika, Alabama

ATTEST:

____

Russell A. Jones

City Clerk

1. Character Trait of the Month - Fairness, impartial and just treatment or behavior without favoritism or discrimination.

President Smith asked if there was any other business to come before the council and read the character trait of the month.

2. Motion to Adjourn.

The council meeting ended at 7:48 pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch
ABSENT:	Willie Allen

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/05/21 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4491

MAYOR'S REMARKS (ID # 4491)

Proclamation for Human Trafficking Awareness Month.

From the Governing Body of
Opelika, Alabama

♦

Proclamation

♦

WHEREAS, Alabama's Human Trafficking Awareness Month was established in January 2011 in observance of National Human Trafficking Awareness Day, to proclaim the equality and freedom of all people, to advocate for legislation, to educate leaders and to encourage public awareness to the various forms of human trafficking; and

WHEREAS, human trafficking occurs when an adult or child is recruited, harbored, obtained, or exported through force, fraud or coercion for the purposes of sexual exploitation, forced labor, involuntary servitude, debt bondage and other methods of slavery; and

WHEREAS, the United States government estimates that 600,000 to 800,000 individuals are trafficked across international borders each year and exploited through forced labor and forced sexual activity; and

WHEREAS, the U.S. Institute Against Human Trafficking states that the United States is the number one consumer of commercial sex worldwide; and, WHEREAS, the National Center for Missing and Exploited Children estimates that 100,000 – 300,000 children are at risk for being trafficked in the United States; and

WHEREAS, in 2017, the University of Alabama identified 1,167 human trafficking victims within the state of Alabama with 57% of those being minors; and WHEREAS, Polaris estimates that the national age of entry into the sex trade is 17 years old, here in Alabama, Homeland Security has identified victims as young as 9 years old; and,

WHEREAS, the first step in eliminating human trafficking is to educate the community. We must work to ensure that all residents are aware of this problem, how to spot it, and how to report it. We must work together as a community to bring victims to safety and to punish human traffickers; and,

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed and work to combat its injustices.

NOW, THEREFORE, I, Gary Fuller, Mayor of the City of Opelika, Alabama do hereby proclaim January 2021 ***as "Human Trafficking Awareness Month" in Opelika, Alabama.***

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Opelika, Alabama, to be affixed this the ***5th day of January 2021.***

Gary Fuller
Mayor, City of Opelika

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/05/21 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4492

MAYOR'S REMARKS (ID # 4492)

Proclamation for John Emerald Distilling Company Achievement Awards.

From the Governing Body of
Opelika, Alabama

Proclamation

WHEREAS, owned and operated by father and son team John and Jimmy Sharp, John Emerald Distilling Company began distilling Alabama Whiskey in 2015. John Emerald Distilling is a craft distillery located in downtown Opelika, Alabama, the first legal whiskey made in Alabama since prohibition. It is now also sold in Tennessee, Florida, Georgia, Mississippi, Illinois; and

WHEREAS, each year PROOF Awards – International Spirits & Wine Competition sequesters judges from across the United States for a two-day private tasting experience in Las Vegas; and

WHEREAS, each judge is a key decision maker in the spirits & wine industries. Each judge is a buyer, a distributor, a hospitality industry leader with buying and decision-making capability; and

WHEREAS, John Emerald Distilling received 2 Gold Awards (Highly Recommended) for John's Alabama Single Malt Whiskey and Gene's Spice Flavored Rum. They also won three Silver Awards (Praise) for Purveyor's Series Double Oak Bourbon, Purveyor's Series Double Wood Rye Whiskey and Hugh Wesley's Gin; and

WHEREAS, John Emerald Distilling uses hand-picked Alabama juniper berries in its Hugh Wesley's Gin. John's Alabama Single Malt Whiskey is made from 100% malted barley, a portion of which is smoked with peach and pecan wood and aged in oak barrels for a perfect finishing touch.

NOW, THEREFORE, I, Gary Fuller, Mayor of the City of Opelika, Alabama by virtue of the authority vested in me, congratulate John Emerald Distilling for these prestigious awards.

IN WITNESS WHEREOF, I have hereunder set my hand and caused the seal of Opelika, Alabama, to be affixed this the 5th day of January 2021.

Gary Fuller
Mayor, City of Opelika

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/05/21 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4485

GENERAL BUSINESS (ID # 4485)

Request Alcohol License - Cracker Barrel Old Country Store Inc Dba Cracker Barrel #231 Restaurant Retail Liquor & Retail Beer on Premise.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/05/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: William May
Initiator: Lillie Finley
Sponsors:
DOC ID: 4480

GENERAL BUSINESS (ID # 4480)

Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

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

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

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $203.70.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building 300 M L King Blvd., Opelika, Alabama, on the 5th day of January, 2021.

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

Dated this the 16th day of December, 2020.

____
William B. May
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: December 16, 2020

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

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

On November 5, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: ____________

Misc. ____________

Total 203.70

RESOLUTION NO. 001-21

Designate City Personal Property Surplus & Authorize Disposal.

RESOLUTION NO. _________

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

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

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

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

No.	**Qty.**	**Unit**	**Item Description**	**Fixed Asset**
1.	1	Ea.	2002 Chevy Tahoe 1GNEK13ZX2R326992	NA
2.	1	Ea.	2011 Dodge Charger	87002754
3.	1	Ea.	2013 Dodge Charger	87002816
4.	1	Ea.	2008 Grasshopper Mower 52”	87002538

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 ________________________, 2021.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk

RESOLUTION NO. 002-21

Purchase - Police Equipment for Police Pkg. Automobiles-AL Contr. #MA999 180000000347 - PD.

RESOLUTION NO. _______________

WHEREAS, the Police Department desires to purchase Police Equipment for Police Package Automobiles for the Police Department utilizing the State of Alabama Contract #MA999 180000000347; and

WHEREAS, Emergency Lighting by Haynes is the State Contract Vendor for the Police Equipment for Police Package Automobiles; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Emergency Lighting by Haynes utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Lighting by Haynes in the total amount of $141,610.20.

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 ________________, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

Quote

HAYNES Emergency Lighting

P O BOX 1515
WETUMPKA, AL 36092
(334) 241-5200
Robertsdale: (251) 225-4135

Order Number: 20-0701
Order Date: 12/8/2020

Salesperson: Scott Haynes
SCOTTIE@ELBHAYNES.COM
Customer Number: 01-0015000

Sold To:
CITY OF OPELIKA
P.O. BOX 390
ACCOUNTING DEPARTMENT
OPELIKA, AL 36803
Confirm To:

Ship To:
OPELIKA PD
CAPT. KILGORE 334-705-5231
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
2021 PATROL VEHICLE						
/I	EACH	4.000	0.000	0.000	2,350.000	9,400.00
WHELEN CENCOM CORE PACKAGE						
INCLUDES BSF54Z FST INNER EDGE,BS54Z RST INNER EDGE, C399 SIREN,C399K2 OBD2 CABLE, CCTL7 CONTROL HEAD, SA315P SPEAKER, & SAK#						
/I	EACH	1.000	0.000	0.000	805.000	805.00
WHELEN RPWS54						
WECAN REAR PILLAR MOUNT OUTER EDGE BLUE						
I2E	EACH	16.000	0.000	0.000	95.000	1,520.00
DUO LINEAR ION BLUE/WHITE BLK			**Whse:** 001			
I3JC	EACH	8.000	0.000	0.000	125.000	1,000.00
TRIO ION R/B W/ WHT OVERRIDE			**Whse:** 001			
TAG						
IONBKT1	EACH	4.000	0.000	0.000	18.000	72.00
ION TAG BRACKET			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	875.000	3,500.00
WHELEN S30MBB						
PIONEER SUMMIT LED BAR FOR FRONT PUSH BUMPER						
TCRHD5	EACH	8.000	0.000	0.000	600.000	4,800.00
TRACER DUO 5-LAMP HOUSING			**Whse:** 001			
LINSV2B	EACH	8.000	0.000	0.000	140.000	1,120.00
LINSV SERIES UNDER MIRROR LED			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	15.000	60.00
WHELEN LSVBKT54						
MIRROR MOUNT						
/I	EACH	4.000	0.000	0.000	140.000	560.00
WHELEN CEM16						
CENCOM CORE EXPANSION MODULE						

Continued

Quote

Emergency Lighting
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OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	4.000	0.000	0.000	175.000	700.00
WHELEN CV2V						
CORE VEHICLE 2 VEHICLE SYNC MODULE						
SA315P	EACH	4.000	0.000	0.000	0.000	0.00
SA315P SPEAKER, BLACK PLASTIC			**Whse:** 001			
INCLUDED WITH PACKAGE						
SAK9	EACH	4.000	0.000	0.000	0.000	0.00
New Univ /Swivel Bail Mnt Brkt			**Whse:** 001			
INCLUDED WITH PACKAGE						
/I	EACH	4.000	0.000	0.000	950.000	3,800.00
WESTIN ELITE XD PUSH BUMPER						
WITH PIT BARS AND WING WRAPS						
TLI2E	EACH	8.000	0.000	0.000	95.000	760.00
ION T-SERIES LINEAR DUO B/W			**Whse:** 001			
PUSH BUMPER PIT BARS						
/I	EACH	4.000	0.000	0.000	575.000	2,300.00
HAVIS C-VS-1005-TAH-PM						
CONSOLE FOR 2021 TAHOE PPV						
C-ARM-102	EACH	4.000	0.000	0.000	55.000	220.00
Console, Side mount Arm rest,			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	44.000	176.00
HAVIS C-CUP2-1004						
CUP HOLDER						
C-HDM-204	EACH	4.000	0.000	0.000	130.000	520.00
8.5" Heavy Duty Telescoping Po			**Whse:** 001			
C-MD-112	EACH	4.000	0.000	0.000	240.000	960.00
11" HAVIS SLIDE OUT LOCKING SW			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	675.000	2,700.00
PRO-GARD PRPSP5702T20A						

Continued

Quote

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OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I PRO-GARD S5702T21OSB	EACH	4.000	0.000	0.000	1,315.000	5,260.00
GVPM5715D-H PRO-GARD TRI LOCK GUN RACK	EACH	4.000	0.000 Whse: 001	0.000	400.000	1,600.00
/GRAPHICS GRAPHICS PACKAGE						3,500.00
OPELIKA PD GRAPHICS						
/INSTALL KIT WIRE, TERMINAL & SUPPLIES	EACH	4.000	0.000	0.000	150.000	600.00
PDP-13 FUSE BLOCK/13 CIRCUIT POWER DI	EACH	4.000	0.000 Whse: 001	0.000	190.000	760.00
WITH (3) 30 AMP TIMED CIRCUITS						
/LABOR LABOR	EACH	130.000	0.000	0.000	65.000	8,450.00
C-MCB M.C. BRACKET	EACH	8.000	0.000 Whse: 001	0.000	12.500	100.00
MMSU-1 MAGNETIC MIC SINGLE UNIT	EACH	8.000	0.000 Whse: 001	0.000	34.950	279.60
/I PRO-GARD ASBD5715T15	EACH	4.000	0.000	0.000	1,275.000	5,100.00
STORAGE BOX K9 PATROL TAHOES						
/I WHELEN CEN COM CORE PACKAGE	EACH	4.000	0.000	0.000	2,350.000	9,400.00
INCLUDES BSF54Z FST INNER EDGE,BS54Z RST INNER EDGE, C399 SIREN,C399K2 OBD2 CABLE, CCTL7 CONTROL HEAD, SA315P SPEAKER, & SAK#						
/I WHELEN RPWS54	EACH	4.000	0.000	0.000	805.000	3,220.00
WECAN REAR PILLAR MOUNT OUTER EDGE BLUE						

Continued

Quote

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Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
I2E	EACH	16.000	0.000	0.000	95.000	1,520.00
DUO LINEAR ION BLUE/WHITE BLK			**Whse:** 001			
I3JC	EACH	8.000	0.000	0.000	125.000	1,000.00
TRIO ION R/B W/ WHT OVERRIDE			**Whse:** 001			
IONBKT1	EACH	4.000	0.000	0.000	18.000	72.00
ION TAG BRACKET			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	875.000	3,500.00
WHELEN S30MBB						
PIONEER SUMMIT 30" LED BAR						
TCRHD5	EACH	8.000	0.000	0.000	600.000	4,800.00
TRACER DUO 5-LAMP HOUSING			**Whse:** 001			
LINSV2B	EACH	8.000	0.000	0.000	140.000	1,120.00
LINSV SERIES UNDER MIRROR LED			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	15.000	60.00
WHELEN LSVBKT54						
/I	EACH	4.000	0.000	0.000	140.000	560.00
WHELEN CEM16						
CENCOM CORE EXPANSION MODULE						
/I	EACH	4.000	0.000	0.000	175.000	700.00
WHELEN CV2V						
VEHICLE SYNC MODULE						
SA315P	EACH	4.000	0.000	0.000	0.000	0.00
SA315P SPEAKER, BLACK PLASTIC			**Whse:** 001			
INCLUDED IN PACKAGE						
SAK9	EACH	4.000	0.000	0.000	0.000	0.00
New Univ /Swivel Bail Mnt Brkt			**Whse:** 001			
INCLUDED IN PACKAGE						
/I	EACH	4.000	0.000	0.000	950.000	3,800.00
WESTIN ELITE XD PUSH BUMPER						

Continued

Quote

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			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
TLI2E	EACH	8.000	0.000	0.000	95.000	760.00
ION T-SERIES LINEAR DUO B/W			Whse: 001			
/I	EACH	4.000	0.000	0.000	575.000	2,300.00
HAVIS C-VS-1005-TAH-PM						
C-ARM-102	EACH	4.000	0.000	0.000	55.000	220.00
Console, Side mount Arm rest,			Whse: 001			
/I	EACH	4.000	0.000	0.000	44.000	176.00
HAVIS C-CUP2-1004						
C-HDM-204	EACH	4.000	0.000	0.000	130.000	520.00
8.5" Heavy Duty Telescoping Po			Whse: 001			
C-MD-112	EACH	4.000	0.000	0.000	240.000	960.00
11" HAVIS SLIDE OUT LOCKING SW			Whse: 001			
/I	EACH	4.000	0.000	0.000	3,575.000	14,300.00
HAVIS K9-C26-XL-B						
K9 CAGE						
/I	EACH	4.000	0.000	0.000	1,815.000	7,260.00
HAVIS K9-A-201						
HOT N POP HEAT ALARM SYSTEM						
/I	EACH	4.000	0.000	0.000	340.000	1,360.00
K9 FAN						
/I	EACH	4.000	0.000	0.000	450.000	1,800.00
HAVIS K9-A-303						
REMOTE PAGER						
GVPM5715D-H	EACH	4.000	0.000	0.000	400.000	1,600.00
PRO-GARD TRI LOCK GUN RACK			Whse: 001			
/GRAPHICS						3,500.00
GRAPHICS PACKAGE						

Continued

Quote

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Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/INSTALL KIT	EACH	4.000	0.000	0.000	150.000	600.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	160.000	0.000	0.000	65.000	10,400.00
LABOR						
C-MCB	EACH	8.000	0.000	0.000	12.500	100.00
M.C. BRACKET			**Whse:** 001			
MMSU-1	EACH	8.000	0.000	0.000	34.950	279.60
MAGNETIC MIC SINGLE UNIT			**Whse:** 001			
/I	EACH	4.000	0.000	0.000	1,275.000	5,100.00
PRO-GARD ASB5715T20						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE.

Net Order:	141,610.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	141,610.20

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000347**

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2018
Expiration Date: 07/27/2021
Solicitation Number:
Award Date:
Modification Date: 07/20/20

Procurement Folder: 603822
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 5

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000056811: Emergency Lighting By Haynes
DBA: Haynes Emergency Lighting
P O Box 1515

Wetumpka AL 36092

Contact:

Scottie Haynes
3342415200 EXT: 208
Scottie@Elbhaynes.Com

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	L
1	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX: EMERGENCY LIGHTING
FENIEX EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

/ENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

52% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	HOUR	$45.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX: LABOR RATE
FENIEX, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF FENIEX EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO-RHINO: EMERGENCY LIGHTING
GO-RHINO EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

/ENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

36% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	HOUR	$45.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO-RHINO: LABOR RATE
GO-RHINO, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF GO-RHINO EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS: EMERGENCY LIGHTING
HAVIS EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

/ENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

42% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	HOUR	$45.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS: LABOR RATE
HAVIS, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF HAVIS EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	L
7	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO-GARD: EMERGENCY LIGHTING
PRO-GARD EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

/ENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

36.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	HOUR	$45.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO-GARD: LABOR RATE
PRO-GARD, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF PRO-GARD EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN: EMERGENCY LIGHTING
WHELEN EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

/ENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

52.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	HOUR	$45.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN: LABOR RATE
WHELEN, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF TOMER EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX SHOP SUPPLIES
FENIEX SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO RHINO SHOP SUPPLIES.
GO RHINO SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS SHOP SUPPLIES.

HAVIS SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO GARD SHOP SUPPLIES
PRO GARD SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0		$0.000000	$0.00			$0.00	$0.00

)5557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN SHOP SUPPLIES
WHELEN SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Final

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 003-21

Industrial Blvd. Change Order 1 - ENG.

RESOLUTION NO. _____________

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT BETWEEN THE CITY OF OPELIKA AND HUDMON CONSTRUCTION COMPANY, INC. FOR THE INDUSTRIAL BOULEVARD IMPROVEMENTS PROJECT

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of August 4, 2020, by and between the City of Opelika, Alabama (the "City") and Hudmon Construction Company, Inc for the Industrial Boulevard Improvements Project; and

WHEREAS, the current project has a designed and bid water system relocation portion of the project that has been approved with the contract, the City Engineer and the Construction Engineer Representative has determined that most of these water line relocations will not be required for the completion of the project; and

WHEREAS, the City Engineer and Construction Engineer Representative identified additional construction items, that are within the scope of the existing contract, that will be need to be added to the contract to revise, and protect the existing water system that is now to remain. and

WHEREAS, Change Order Number 1 to the Contract between the City and Hudmon Construction Company, Inc. have been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional $65,136.36, resulting in a new contract amount of $2,463,315.36; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of work for items not contemplated when the plans and specifications were prepared and bid, and

WHEREAS, a savings of approximately $185,000 will be reclaimed at the conclusion of the project, and

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

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

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

1. That Change Order Number 1 to the Contract dated August 4, 2020, between the City and Hudmon Construction Company, Inc. a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit "A", is hereby approved.

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

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other

communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

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

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2021.

____

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

ATTEST:

CITY CLERK

CITY OF OPELIKA
CHANGE ORDER

PURCHASE ORDER NUMBER 2101257 **CHANGE ORDER NUMBER** 1
DATE PO ISSUED 12/28/2020 **EFFECTIVE DATE OF CHANGE** **1/4/2021**
BID NUMBER 20032 **ACCOUNT NUMBER** -63-1288170
DEPARTMENT Engineering
VENDOR/CONTRACTOR

Hudmon Construction Company, Inc
1900 Industrial Boulevard
Opelika, AL 36801

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

The Engineering Department has determined that after filed investigation during construction that most of the water line that was anticipated to be relocated can remain as is with the addition of a few revisions to the existing drainage and water system. These changes are in the attached document with the negotiated cost of the change. It is anticipated that this change will bring a substantial credit to the project because the water line will remain in place instead of having to be relocated as was anticipated in the design, bid and contact documents.

The Engineering Department has reviewed the cost with the Construction Engineer for the project and find all of the proposed changes fair and reasonable and within the original scope of the contract. These items will need to be added to the contract with these changes.

ORIGINAL CONTRACT AMOUNT: $2,398,179.00

CONTRACT AMOUNT PRIOR CHANGE: $2,398,179.00

THIS INCREASE: $65,136.36

THIS DECREASE: $0

NEW CONTRACT AMOUNT: $2,463,315.36

CHANGE APPROVED AND ADOPTED THIS __________ **DAY OF** ______________________, 2021

____
GARY FULLER
MAYOR

City of Opelika
Industrial Boulevard Improvements
City of Opelika Bid No. 20032
TTL Project No. 20-10-00421.01

Change Order No. 1
December 7, 2020

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
CHANGE ORDER NO. 1					
General, Demolition, Clearing, Grubbing, and Earthwork					
CO1	4	each	Mobilization and Demobilization	$500.00	$2,000.00
CO2	1	allowance	Sales and Use Tax Savings	$3,400.00	$3,400.00
CO3	2	each	Grading at Storm Structure No. 2-1A and No. 2-1B	$500.00	$1,000.00
Storm Drainage System Improvements					
CO4	1	each	Curb Grate Inlet Top Modification (Structure No. 1-2)	$402.50	$402.50
CO5	1	each	S-Inlet (2 Wing) Top Modification (Structure No. 1-8)	$455.00	$455.00
CO6	1	each	Concrete Junction Box (4' x 6')(Structure No. 2-1A)	$3,325.00	$3,325.00
CO7	1	each	18" Concrete Headwall (Double Barrel w/ Energy Dissipator)(Structure No. 2-1B)	$3,220.00	$3,220.00
Water Distribution and Fire Protection System Improvements					
CO8	34	l.f.	16" Split Steel Casing Additional Installation	$316.83	$10,772.22
CO9	25	l.f.	24" Split Steel Casing Additional Installation	$325.22	$8,130.50
CO10	59	l.f.	30" Split Steel Casing Additional Installation	$458.67	$27,061.53
CO11	1	LS	Shoring and support Water mains	$2,300.00	$2,300.00
CO12	4	each	8"x16" Casing spacers	$126.00	$504.00
CO13	2	each	8"x16" End Seals	$136.32	$272.64
CO14	2	each	12"x24" Casing spacers	$145.00	$290.00
CO15	2	each	12"x24"End Seals	$143.75	$287.50
CO16	7	each	16"x 30" Casing Spacers	$157.81	$1,104.67
CO17	4	each	16" x30" End seals	$152.70	$610.80
			Total Change Order No. 1		**$65,136.36**

See attached Determination of Pay Quantities
Additional Calendar Days shall be provided to complete these revised improvements.

RESOLUTION NO. 004-21

East Alabama Regional Muti-Jurisdictional Hazard Mitigation Plan: Phase One, 2020.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY OF OPELIKA COUNCIL ADOPTING THE

EAST ALABAMA REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN: PHASE ONE, 2020

WHEREAS, the City of Opelika City Council recognizes the threat that natural hazards pose to people and property within the county; and

WHEREAS, the City of Opelika has participated in the preparation of a regional multi-hazard mitigation plan, hereby known as the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, Phase One, June 2020 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, Phase One, 2020 identifies mitigation goals and actions to reduce or eliminate long term risk to people and property in the City of Opelika from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Opelika City Council demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, Phase One, 2020.

NOW THEREFORE, BE IT RESOLVED BY OPELIKA, ALABAMA, THAT:

The East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, Phase One, 2020 is hereby adopted.

PASSED, APPROVED AND ADOPTED, THIS ____ DAY OF _______________________, 2021.

____

Gary Fuller, Mayor

ATTEST:

____

W. George Allen, Ward 1

____

____

Russell A. Jones

City Clerk

Erica Baker Norris, Ward 2

President Pro-Tempore

____

C.E. Eddie Smith Jr, Ward 4

President of the City Council

SEAL: Todd Rauch, Ward 5

RESOLUTION NO. 005-21

Re-Program CDBG PY2018-2019 Funds.

Reprogram unused funds from PY2018 and PY2019 to the same activities in PY2020.

RESOLUTION NO. __________

WHEREAS, the City of Opelika, an Entitlement City, receives U.S. Department of Housing and Urban Development (HUD) funds from the Community Development Block Grant (CDBG); and

WHEREAS, the City of Opelika desires to amend their Program Year 2018 and Program Year 2019 Action Plan to provide further public services and to re-allocate unspent CDBG funding amounting to $175,845.78 from a variety of activities; and

WHEREAS, the City's Consolidated Plan delineates Housing Services and Rehabilitation programs as primary goals of the City to improve the quality of life for all citizens; and

WHEREAS, of the $82,975.28 in unspent funding from PY2018 and $92,870.50 from PY2019 will be allocated to Program Year 2020 Action Plan budget as follows: $41,794.19 to the Emergency Home Repair Loan Program, $33,364.13 to the Homeownership Loan Program, $21,802.95 to Main Street Façade Program, and $78,884.51 to Sidewalks/Public Facility.

WHEREAS, the proposed amendment was advertised on November 13. 2020 and November 20, 2020 in the Opelika Observer to announce a public hearing on December 3, 2020 and the start of a minimum 15-day citizen comment period ending December 14, 2020; and

WHEREAS, these changes meet the threshold for a substantial amendment to the action plan and consolidated plan; and

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

1. That the City adopt the Action Plan amendments attached hereto.

2. That Gary Fuller, in his capacity as Mayor, be authorized to execute all agreements necessary to implement the amended Action Plans.

APPROVED and ADOPTED this the _______ day of ________________, 2021.

____

C. E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

____

Russell Jones

City Clerk

FACT SHEET

SUBJECT: Amend CDBG Action Plan PY2018 and PY2019 Budgets

Community Development staff requests the City Council adopt a resolution to amend PY2018 and PY2019 Action Plan budgets as shown below. Staff proposes budget adjustment to transfer $82,975.28 of PY2018 funds and $92,870.50 of PY2019 funds to PY2020 so that PY2018 and PY2019 can be closed out in IDIS. Emergency Home Repairs, Homeownership Loan Program, Main Street Façade Program, and Sidewalks/Public Facility will be reallocated to the same activity for PY2020.

Description	Current Budget	Increase	Decrease	Ending Budget
Emer Home Repair (2018)	$ 22,258.19		$22,258.19	$0.00
Homeownership (2018)	$ 4,590.13		$ 4,590.13	$0.00
Main Street Façade (2018)	$ 8,242.45		$ 8,242.45	$0.00
SW/Public Facility (2018)	$47,884.51		$47,884.51	$0.00
Emer Home Repairs (2019)	$19,536.00		$19,536.00	$0.00
Homeownership (2019)	$28,774.00		$28,774.00	$0.00
Main Street (2019)	$13,560.50		$13,560.50	$0.00
SW/Public Facility (2019)	$31,000.00		$31,000.00	$0.00
Emer Home Repair (2020)	$ 7,432.00	$41,794.19		$49,226.19
Homeownership (2020)	$40,000.00	$33,364.13		$73,364.13
Main Street Façade (2020)	$30,000.00	$21,802.95		$51,802.95
SW/Public Facility (2020)	$60,000.00	$78,884.51		$138,884.51

HUD requires a 15-day citizen comment period which commenced on November 27, 2020 and ends on December 14, 2020. As of this time, no comments have been received.

RESOLUTION NO. 006-21

Weed Abatement Assessment - 1109 Magnolia St.

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

===

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 5th day of January, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $203.70 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____ day of _______________________, 2021.

____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: December 16, 2020

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

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

On November 5, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: ____________

Misc. ____________

Total 203.70

RESOLUTION NO. 007-21

Approve Construction of Subdivision Sign in Right-Of-Way, Wyndham Village Drive.

Edgar Hughston Builder, Inc. is requesting to construct, erect and maintain a Subdivision entrance sign, landscaping and related improvements in the median and right of way edge of Wyndham Village Drive. Wyndham Village Drive is the entrance street to the Wyndham Village Phase One residential subdivision. Wyndham Village Drive is accessed from Gateway Drive. See attachments for sign drawings and vicinity map providing location of entrance sign.

RESOLUTION NO. _____________

RESOLUTION APPROVING RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT WITH EDGAR HUGHSTON BUILDER, INC.

WHEREAS, Wyndham Village Subdivision Phase 1 (hereinafter referred to as the “Subdivision”) is a residential development located on Gateway Drive; and

WHEREAS, Edgar Hughston Builder, Inc., (hereinafter referred to as the “Licensee”) is the record owner of the undeveloped lots in the Subdivision and is responsible for the management and maintenance of the common areas of the Subdivision; and

WHEREAS, the City of Opelika, Alabama (the “City”) owns the rights-of-way of a divided two-lane entrance road from Gateway Drive to the Subdivision designated “Wyndham Village Drive” (“the Entrance Road”); and

WHEREAS, Licensee has requested permission from the City to use a portion of the right-of-way of the Entrance Road to construct, erect and maintain a subdivision entrance sign, landscaping and related improvements; and

WHEREAS, a Right-Of-Way Encroachment Agreement (hereinafter referred to as the “License Agreement”) 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 License Agreement; and

WHEREAS, the City is willing to grant to Licensee a license to construct, erect, use and maintain the subdivision entrance sign, landscaping and related improvements within the right-of-way of the Entrance Road subject to the covenants and conditions contained in said License Agreement.

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

1. That the proposed Right-Of-Way Encroachment License Agreement to be entered into between the City, as Licensor, and Edgar Hughton Builder, Inc., as Licensee, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed.

2. That the Mayor is hereby authorized and directed to execute and deliver said License Agreement on behalf of the City, and the City Clerk is hereby authorized to attest the same.

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

ADOPTED AND APPROVED this the ______ day of ____________________, 2021.

____

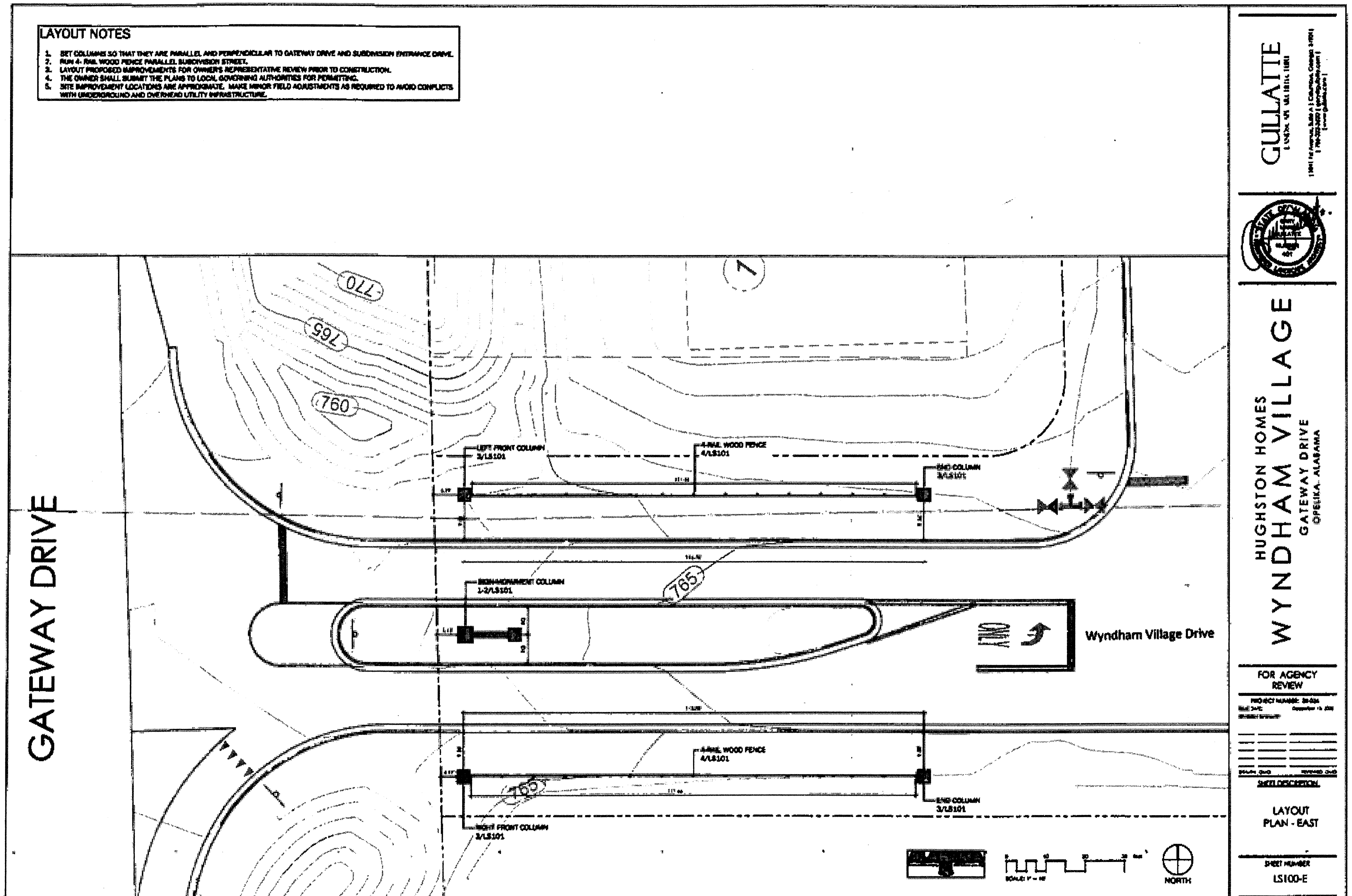
PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

EXHIBIT "A"



Attachment: Exhibit A - Edgar Hughston Builder, Inc - Vicinity Maps, Sign Location (007-21 : Approve Construction of Subdivision Sign in

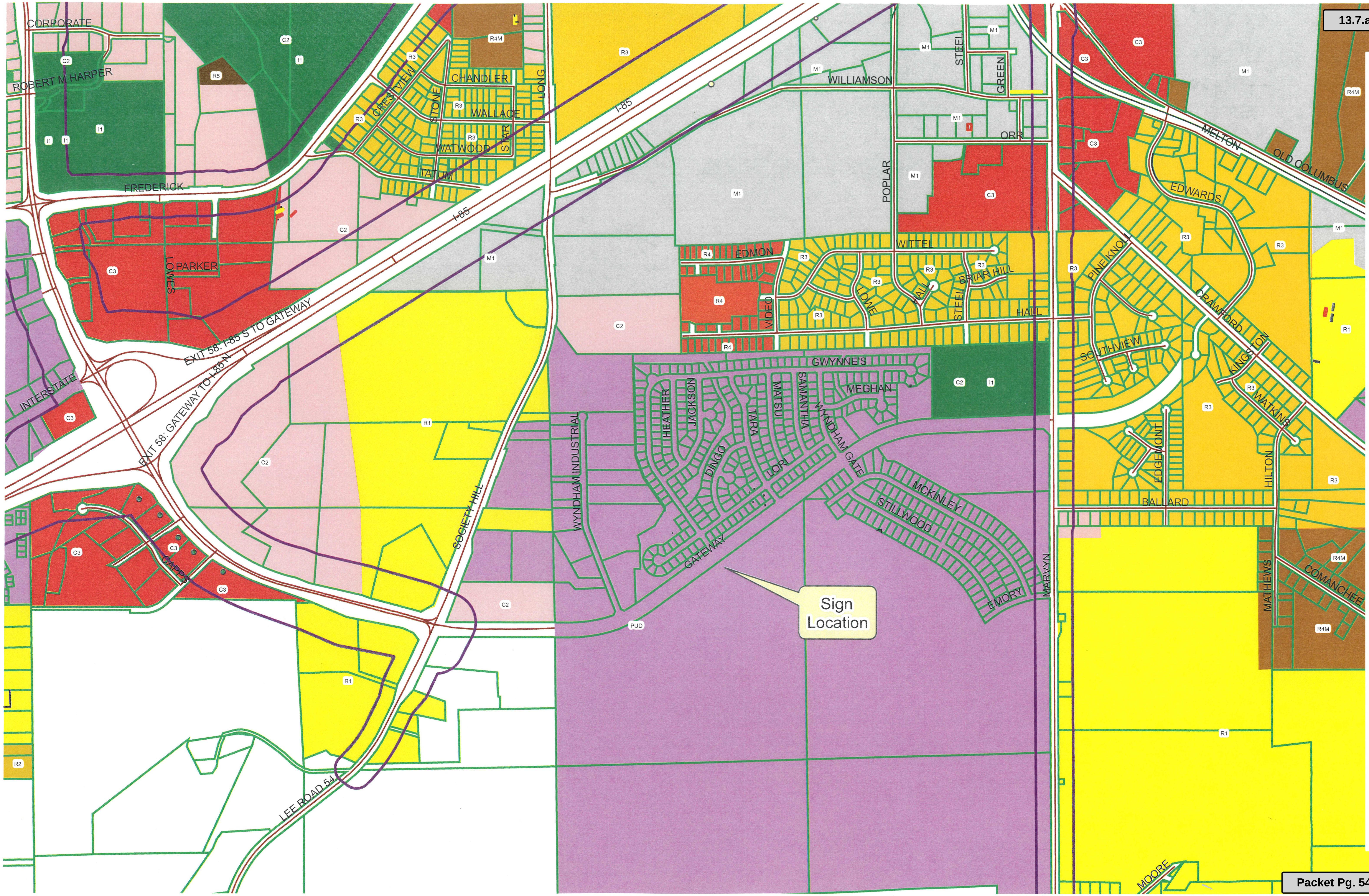
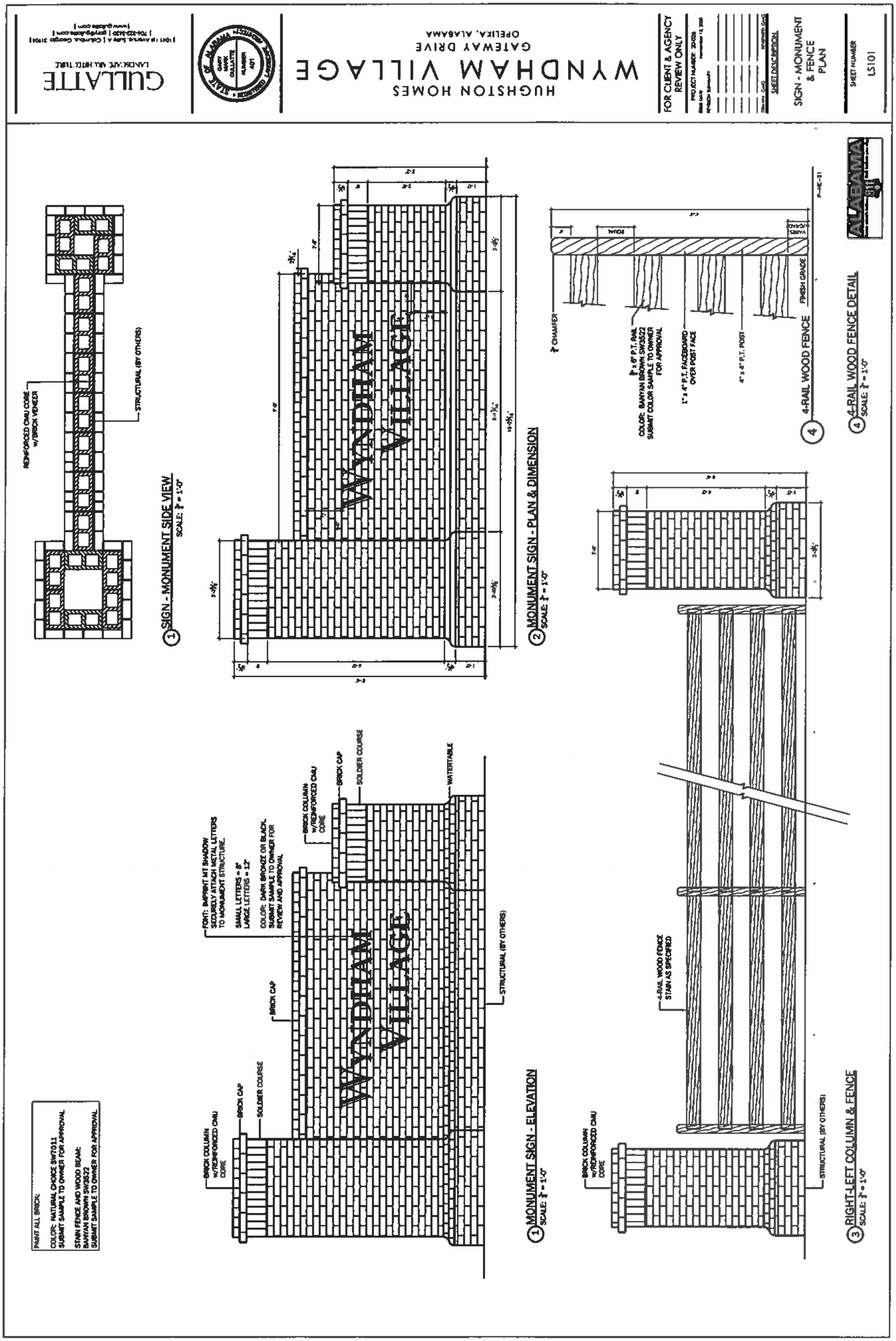

CORPORATE
ROBERT M HARPER
FREDERICK
PARKER
LOWES
INTERSTATE
EXIT 58: I-85 S TO GATEWAY
EXIT 58: GATEWAY TO I-85 N
CAPPS
CRESTVIEW
CHANDLER
WALLACE
WATWOOD
TATUM
STONE
STAR
LONG
I-85
WILLIAMSON
STEEL
GREEN
ORR
MELTON
OLD COLUMBUS
EDWARDS
POPLAR
EDMON
WITTEL
BRIAR HILL
LOWE
HALL
VIDEO
PINEKNOLL
CRAWFORD
KINGSTON
WATKINS
SOUTHVIEW
EDGEMONT
HILTON
BALLARD
GWYNNE'S
MEGHAN
HEATHER
JACKSON
TARA
MATSU
SAMANTHA
WYNDHAM GATE
DINGO
LORI
GATEWAY
WYNDHAM INDUSTRIAL
SOCIETY HILL
MCKINLEY
STILLWOOD
EMORY
MARVYN
MATHEWS
COMANCHEE
MOORE
LEE ROAD 54
PUD
Sign Location
C2
C3
I1
R1
R2
R3
R4
R4M
R5
M1

EXHIBIT "B"



Attachment: Exhibit B - Edgar Hughston Builder, Inc. - Sign Drawing (007-21 : Approve Construction of Subdivision Sign in Wyndham Village

STATE OF ALABAMA
COUNTY OF LEE

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into at Opelika, Alabama this the _____ day of _________, 2021, by and between **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter the "City") and **EDGAR HUGHSTON BUILDER, INC.,** a Georgia corporation (hereinafter the "Licensee").

RECITALS:

WHEREAS, Wyndham Village Subdivision Phase 1 (hereinafter the "Subdivision") is a residential development located on Gateway Drive; and

WHEREAS, the Licensee is the record owner of the undeveloped lots in the Subdivision; and

WHEREAS, the City owns the right-of-way of a two-lane divided entrance road with a center median from Gateway Drive to the Subdivision designated "Wyndham Village Drive" (hereinafter "the Entrance Road"); and

WHEREAS, Licensee desires to use a portion of the right-of-way of the Entrance Road (hereinafter referred to as the "Licensed Area") as more particularly described in Exhibit "A", attached hereto and incorporated by reference and made a part hereof to construct, erect and maintain a Subdivision entrance sign, landscaping and related improvements upon the Licensed Area; and

WHEREAS, the Subdivision entrance sign will consist of a painted brick veneer wall over a reinforced core. The overall length of the wall sign is 15 feet 2 inches. The wall sign is composed of a 3’10” square column (north), a 9 foot wall and a 3’2” square end column (south), Each side of the sign has a 36 square foot area (8’x4.5’) that contains 12 inch (capital) and 8 inch (smaller) letters attached to the sign face. On each right-of-way edge of the Entrance Road is a front and end column with a 112 foot 4-rail standard pressure treated fence. Each entrance will be landscaped with plant material approved by the City and irrigated. The Subdivision entrance sign and related improvements are shown and described on Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, the City has agreed to grant to Licensee a temporary and non-exclusive license and privilege to use the Licensed Area described above for the specific uses set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the parties agrees as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.

2. **Grant of License.** The City hereby grants to Licensee a temporary and non-exclusive license, privilege and permission to use the Licensed Area described above for the construction, erection and maintenance of a Subdivision entrance sign, landscaping and related improvements. The City agrees that Licensee may construct, install, maintain and repair, at Licensee’s expense, a Subdivision entrance sign, landscaping and related improvements as shown on Exhibits “A” and “B” attached hereto. No improvements shall be installed as to obstruct the field of vision of motorists or pedestrians along the Entrance Road right-of-way and Gateway Drive. In all cases, sight distances shall meet the requirements set forth in the Manual

of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. Licensee agrees that no improvements shall be made except as depicted on Exhibit "A", Exhibit "B" or subsequent approved amendments thereto.

3. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. **Consideration.** The License and privilege granted by this Agreement is given to the Licensee as an accommodation to the Licensee without consideration.

5. **No Interest in Land.** The Licensee hereby acknowledges title of the City to the public right-of-way of the Entrance Road described above and agrees never to assail, resist or deny such title. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City right-of-way. The City retains legal possession of the full boundaries of its right-of-way, and this Agreement merely grants to Licensee a privilege and license to use the Licensed Area described above throughout the term of this Agreement. The City retains the right to use the Licensed Area in a manner not inconsistent with the rights herein granted to Licensee.

6. **No Vested Rights.** Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the Licensed Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the Licensed Area at Licensee own risk and peril.

7. **Maintenance.** As an important condition of the City's agreeing to this License, Licensee agrees that the Subdivision entrance sign, landscaping and related improvements within the Licensed Area shall be maintained at all times in a safe, neat, sightly, and good physical

condition in accordance with all requirements of the City's ordinances and building codes. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the Subdivision entrance sign, landscaping and related improvements within the Licensed Area in good condition and in compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the maintenance and, upon written notice from the City to Licensee stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee shall fail to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee covenants and agrees to reimburse the City its full cost and expense for such maintenance.

8. **Compliance With Law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Licensed Area and the Licensee's use thereof. Licensee agrees and warrants that it shall procure any licenses, permits or permission as required by law, if any, to conduct or engage in the use of the Licensed Area described herein. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

9. **Construction Activities.** Licensee shall comply with all laws pertaining to construction on public property and, notwithstanding the Licensee's indemnification of the City as set forth herein, no construction activity will unduly increase the City's liability to third parties at any time. Licensee is responsible for obtaining any necessary permits prior to performing any work on the Licensed Area. All work including, but not limited to excavations by Licensee on or within the Licensed Area and public right-of-way shall be properly safeguarded for the prevention of accidents and at all times during such work or at such other

times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the Licensed Area or public right-of-way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours and take such other measures or precautions as the City shall reasonably direct.

10. **Utilities.** Licensee shall pay all charges for services or utilities furnished to the Licensed Area or used in connection with its use of the Licensed Area, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the City.

11. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the CITY, its officers, agents, servants, employees, boards and commissions from and against any and all claims, losses, damage or liability (including reasonable attorney's fees) whatsoever arising out of the use of the Licensed Area by the Licensee and the construction, erection and maintenance of the Subdivision entrance sign, landscaping and related improvements, including, but not limited to all claims, demands, damages and liabilities arising directly or indirectly from personal injury, including death and property damages caused by the construction, erection, use and maintenance of the Subdivision entrance sign, landscaping and related improvements. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such actions shall be defended by legal counsel of the City's choosing. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

12. **Access.** The City's employees and representatives shall have access to and across the Licensed Area at all times and, in the event of an emergency, at any time for inspection or repair of publicly owned utilities and structures and for fire and police department purposes.

13. **Security Measures.** Licensee hereby acknowledges that the City has no obligation whatsoever to provide security. Licensee assumes all responsibility for the security and protection of the Subdivision entrance sign, landscaping and related improvements within the Licensed Area.

14. **No Liens.** Licensee shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on or to the Licensed Area and for all materials furnished for or in connection with such work. Licensee shall keep the Licensed Area free from any mechanics' liens, vendor's liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

15. **Insurance.** The Licensee shall exercise the rights, privileges and permission granted herein at Licensee's own risk. Licensee agrees to maintain a general liability insurance policy having a minimum coverage of $2,000,000 and name the City as an additional insured for the purposes of this License.

16. **Termination.** This Agreement and the License herein granted to Licensee may be terminated by either party for any reason or no reason upon giving one hundred eighty (180) days written notice. In addition, this Agreement may be terminated by the City upon thirty (30) days written notice to Licensee of a breach of any term or condition of this Agreement.

17. **Removal of Encroachments upon Termination.** At such time as this Agreement and License herein granted to Licensee is terminated, Licensee shall remove, at the

Licensee's sole cost and expense, any and all encroachments or improvements on or maintained by Licensee in the City's right-of-way.

18. **Breach and Limitation of Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of Licensee relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable attorney's fees.

19. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:
Mayor
City of Opelika
P.O. Box 390
Opelika, AL 36803

To the Licensee:
Edgar Hughston Builder, Inc.,
8219 North Crossing Court
Fortson, GA 31808

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following the mailing. Notices personally delivered shall be deemed to have been given upon delivery.

20. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

21. **No Personal Liability.** No official, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

22. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

23. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Alabama. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License Agreement shall be in the Circuit Court of Lee County, Alabama.

24. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa.

25. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

27. **Binding Agreement on the Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

28. **Assignment.** This Agreement and the obligations herein may not be assigned without the express written consent of each of the parties hereto.

29. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

30. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties have hereunto have caused this Agreement to be executed as of this the _____ day of _____________, 2021.

THE CITY OF OPELIKA, ALABAMA

By:______________________________
GARY FULLER, ITS MAYOR

ATTEST:

____
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of ____________, 2021.

____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_______

EDGAR HUGHSTON BUILDER, INC.

By:___________________________
Its President

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ______________________, whose name as President of EDGAR HUGHSTON BUILDER, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _______________, 2021.

____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_______

RESOLUTION NO. 008-21

Authorize Engagement Letter with Bradley Arant Boult Cummings, LLP.

RESOLUTION NO. __________

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH

BRADLEY ARANT BOULT CUMMINGS, LLP

WHEREAS, on December 17, 2020, a lawsuit was filed in the Circuit Court of Lee County, Alabama by 280 Land Company, LLC against the City of Opelika, Alabama, being case number 43-CV-2020-900515.00 (the "Lawsuit"); and

WHEREAS, the Lawsuit is based on a complaint that the City of Opelika (the "City") failed to perform its obligations under a certain sanitary sewer easement executed on November 29, 2005 by the Montgomery Company; and

WHEREAS, the City intends to vigorously defend the Lawsuit; and

WHEREAS, the City desires to retain legal counsel to represent the City and protect the interest of the City in the pending Lawsuit; and

WHEREAS, Bradley Arant Boult Cummings, LLP possesses the desired skills and expertise to represent the City in the Lawsuit; and

WHEREAS, a proposed Engagement Letter between the City and Bradley Arant Boult Cummings, LLP 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 Bradley Arant Boult Cummings, LLP, 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 Bradley Arant Boult Cummings, 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 this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the ______ day of ______________________, 2021.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

T. MICHAEL BROWN
mbrown@bradley.com
205.521.8462 direct

Bradley

December 22, 2020

Guy F. Gunter, III
City Attorney
City of Opelika
608 Avenue A
Opelika, Alabama 36803

Re: *280 Land Company, LLC v. The City of Opelika, Alabama*

Dear Guy:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent The City of Opelika, Alabama. This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. Our client in this matter will be the City of Opelika, Alabama. Unless we agree otherwise in writing, persons and entities related to you or sharing your interests are not our clients.

Scope of Engagement. The scope of our engagement and duties to you will relate solely to the litigation matter with 280 Land Company, LLC. Our acceptance of this engagement does not mean we represent you or your interests in other matters. Any expansion of our scope of work in this matter, and any representation of you in other matters, will be set forth in a separate letter or agreement. If we undertake to represent you in other matters without specific terms of engagement, the terms of this letter will apply.

What we need from you. Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs and Staffing. Our fees are based on hourly rates that vary depending on the lawyer or legal assistant involved. They are also subject to periodic adjustment. My normal hourly rate is $545.00, but for this matter, I will discount that to $495.00. I will also use my colleague,

Attachment: Engagement Letter (008-21 : Authorize Engagement Letter with Bradley Arant Boult Cummings, LLP.)

Will Stoll, as much as I am able. Will's hourly rate is $295.00. Other attorneys and legal assistants may assist on this matter when necessary.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as document reproduction, computer-assisted research, delivery and courier services, filing fees, travel expenses and other costs reasonably incurred. Depending on the nature of the expense, we may ask that certain expenses be billed to you and be paid directly by you.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, your billing address will be the same address used to send you this letter. If an insurer, indemnitor or other third party agrees to receive, review or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. Our bills are due upon receipt. If we are not promptly paid, we reserve the right to suspend further service to you until such time as we reach a resolution regarding payment.

Discovery and Data Management Services. For e-discovery and other purposes, Bradley offers data hosting and management services. The scope of this engagement does not include these services, unless we agree otherwise in a separate agreement. If you want these services, that agreement will address the parameters and costs of such services, whether provided by professionals in our offices or by outside vendors whose work we supervise.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement absent a written agreement to the contrary.

Conflicts of Interest. We have evaluated this engagement for conflicts of interest on the basis that we represent only you in this matter. We are not presently aware of any conflicts.

As we have discussed, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. You will be responsible for our fees and expenses for our entire engagement, through and including any termination.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By: T. Michael Brown
T. Michael Brown

ACCEPTED:

THE CITY OF OPELIKA, ALABAMA

By: ______________________________

Printed Name: ______________________

Title: _____________________________

ORDINANCE NO. 001-21-ORD

Amend Zoning Ordinance & Map, 6.23 Acres, 2000 Block of Cunningham Dr. - 2nd Reading.

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

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

From a R-4 District (Medium Density Residential District) to a C-3 District (General Commercial District), the parcel of land hereinafter described:

Parcel Subdivision of the property of W P Properties Opelika, LLC, according to and as shown by that certain map or plat of record in Town Plat Book 36, at Page 144, in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 6.2 acres, more or less, and is located in the 2000 Block of Cunningham Drive, Opelika, Alabama.

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

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

ADOPTED AND APPROVED this the _____day of ____________________, 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