

**CITY OF OPELIKA
PLANNING COMMISSION MEETING
JULY 22, 2014
3:00 P.M.
PUBLIC WORKS FACILITY
700 FOX TRAIL**

The City of Opelika Planning Commission held its regular monthly meeting July 22, 2014 in the Planning Commission Chambers, located at the Public Works Facility, 700 Fox Trail. Certified letters mailed to all adjacent property owners for related issues.

MEMBERS PRESENT: Lewis Cherry, John McEachern, Ira Silberman, Keith Pridgen, David Canon, Lucinda Cannon, Michael Hilyer

MEMBERS ABSENT: Arturo Menefee, Mayor Fuller

STAFF PRESENT: Gerald Kelley, Planning Director
Martin Ogren, Assistant Planning Director
Rachel Dennis, Planning and Zoning Technician
John Gwin, Engineering Director
Guy Gunter, City Attorney

CALL TO ORDER: Chairman Pridgen called the meeting to order at 3:00 p.m.

I. Approval of June 24th Minutes

Council Member Canon made a motion to accept the June 24, 2014 minutes of the Planning Commission as written.

Mr. Hilyer seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

II. Update on Previous PC cases

Mr. Kelley reported updates from City Council. The second reading for Preston from R-3 to M-I rezoning, and the gateway amendments.

A. PLATS (preliminary and preliminary & final) – Public Hearing

1. National Village Subdivision, Phase 1-C, 42 lots, National Village Loop, Goodwyn, Mills, & Cawood, Inc., Preliminary approval

Mr. Ogren reported the applicant is requesting preliminary plat approval for a 42 lot subdivision located in the National Village PUD and the Saugahatchee Watershed off of National Village Loop. Single family homes will be constructed on 37 lots. On most lots the minimum building setbacks for the front and rear yards are 15 feet. The side yard setbacks are a maximum of 20 feet when both sides are added together and a minimum 5 feet for either side yard. The 37 lots range in size from 13,200 sf to 32,000 sf; the lot widths are between 75 to 90 feet. The primary access to each lot is from a 35 foot right-of-way alley. Outparcel A and Outparcel B are reserved for drainage areas – unbuildable lots.

Staff recommends preliminary approval. For final plat submittal the applicant needs to add the following on the plat: (1) Provide a street name for “Street A” (2) Update the flood zone information to the current 2011 flood zone information. (3) Provide all signature lines on final plat (4) add adjacent property owners on plat (5) Add a note on the plat providing the minimum front, side and rear yard building setbacks OR draw the front, side and rear building setback lines on each lot.

Mr. Gwin reported the Engineering Department has received and is reviewing the construction plans and documents for this development and has no comments or objections to this preliminary plat approval.

Mr. Kelley reported for OUB, water service is accessible to this subdivision by a water main in the R.O.W. of National Village Loop. This subdivision is in the Saugahatchee Watershed Protection Area. Lots must meet minimum lot size requirements for lots with sanitary sewer.

Mr. Kelley reported for OPS, this subdivision is outside the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

Max Vaughn spoke representing developer. Mr. Kelley asked him to update the flood plane information.

Chairman Pridgen closed the public hearing.

Mr. Hilyer made a motion for preliminary plat approval with staff recommendations.

Mr. Silberman seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

2. TNT Properties Billboard Properties Division Subdivision, 2 lots, 5809 Hwy 280 East, James Thrash, preliminary and final approval

Mr. Ogren reported the applicant is requesting preliminary and final plat approval for a two lot subdivision in the planning jurisdiction located on Highway 280 East about 1.5 miles from the City Limits. A billboard is located on Parcel B. The property owner desires to maintain ownership of the billboard property and sell the remaining property. Parcel B is 7,538 square feet; the minimum lot size is 15,000 square feet. However, note #8 on the plat was added to address the nonconforming lot. Note #8: "Parcel B is a nonconforming, non-buildable lot. Purpose of Parcel B is for a billboard sign only. No development may occur on said parcel." Parcel A is 4.7 acres and meets subdivision requirements. An access easement is shown on Parcel A along the east property line of Parcel B allowing access to the billboard lot.

Staff recommends preliminary and final plat approval.

Mr. Gwin reported this subdivision is outside the Opelika City limits, but is within the 3-mile Planning Jurisdiction of the City. Lee County Commission should be contacted and for coordination along with the City of future developmental updates.

Both properties will have access to the roadway by the new dedicated access easement. The Engineering Department has no comments or objections to this preliminary and final plat approval.

Mr. Kelley reported for OUB, this Subdivision is in the Smith Station Water Authority service area.

Mr. Kelley reported for OPS, this subdivision is outside the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Mr. Silberman made a motion for preliminary and final plat approval with staff recommendations.

Mr. Hilyer seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

3. Plum Creek Lee Road 151 Subdivision, 2 lots, Lee Road 151, James Miller, preliminary and final approval

Mr. Ogren reported the applicant is requesting preliminary and final plat approval for a two lot subdivision located on Lee Road 151 about ½ mile east of Spring Villa Park. Lot 1 is 5.3 acres and Lot 2 is 243 acres. Each lot meets the minimum 100 foot lot width and 15,000 square foot lot size requirement for a subdivision in the Planning Jurisdiction.

Staff recommends preliminary and final plat approval.

Mr. Gwin reported this subdivision is outside the Opelika City limits, but is within the 3-mile Planning Jurisdiction of the City. Lee County Commission should be contacted and for coordination along with the City of future developmental updates.

The Engineering Department has no comments or objections to this preliminary and final plat approval.

Mr. Kelley reported for OUB, this Subdivision is served by private wells.

Mr. Kelley reported for OPS, this subdivision is outside the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

Thomas Messer an APO, asked what the intent for the property was.

Mr. Miller the surveyor, stated I think the intent is to sell the property and for it to be used as commercial.

Thomas Messer stated his objection to this property being used as commercial, as his preference is for it to be used as residential. He expressed objections to a high traffic use like a test track or trucking company.

Chairman Pridgen closed the public hearing.

Ms. Cannon made a motion for preliminary and final plat approval with staff recommendations.

Mr. Silberman seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

Ms. Cannon joined the audience.

4. West Waverly Parkway Subdivision, 2 lots, 3980 Waverly Parkway, Seth Walker, preliminary and final approval

Mr. Ogren reported the applicant is requesting preliminary and final plat approval for a two lot subdivision located on Waverly Parkway. Parcel B-1 is 4.2 acres and Parcel B-2 is 16.3 acres. Parcel B-1 is located in the R-2, GC-2 zone – minimum 100 lot width & 20,000 sf lot size; Parcel B-2 is located in an R-1 zone – minimum 100 lot width & one acre lot size. Each parcel meets subdivision requirements:

Staff recommends preliminary and final plat approval.

Mr. Gwin reported the Lot in question has a portion that lies within the FEMA 100-year flood stage of Pepperell Branch. If any developments occur on this property a survey will be needed to determine that all structures are at a higher elevation than this flood elevation. The sanitary sewer and other utility easements need to be avoided and noted for development as well. The Opelika Engineering Department has no to this preliminary and final plat approval.

Mr. Kelley reported for OUB, water service is accessible to this subdivision by a water main in the R.O.W. of Waverly Parkway

Mr. Kelley reported for OPS, this subdivision is in the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Mr. Hilyer made a motion for preliminary and final plat approval with staff recommendations.

Mr. McEachern seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Hilyer

Nays: None

Abstention: None

Ms. Cannon joined the Commission.

5. Raymond Murphy Subdivision, Revision of Lot 4, 2 lots, Lee Road 262, Linda Murphy, preliminary and final approval

Mr. Ogren reported the applicant is requesting preliminary and final plat approval for a two lot subdivision located on Lee Road 262 east of Exit 66 on I-85. Lot 4-A is 10.3 acres; Lot 4-B is 2.5 acres. Each lot meets the minimum 100 foot lot width and 15,000 lot size requirement for a subdivision in the Planning Jurisdiction.

Staff recommends preliminary and final plat approval.

Mr. Gwin reported this subdivision is outside the Opelika City limits, but is within the 3-mile Planning Jurisdiction of the City. Lee County Commission should be contacted and for coordination along with the City of future developmental updates.

The Engineering Department has no comments or objections to this preliminary and final plat approval.

Mr. Kelley reported for OUB, this Subdivision is in the Beulah Utilities District.

Mr. Kelley reported for OPS, this subdivision is outside the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Mr. Silberman made a motion for preliminary and final plat approval with staff recommendations.

Mr. Hilyer seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

B. FINAL PLAT APPROVAL

6. National Village Subdivision, Phase 7-C, 32 lots, Double Eagle Lane, Steve Timms, RSA, Final approval

Mr. Kelley reported National Village (Phase 7-C) requests final plat approval for thirty-two (32) single family lots ranging in size from 8,120 sq. ft. to 14,500 sq. ft. Setbacks and Right-of Way width continue in this phase as previously approved in other phases. However, the cul-de-sac turning radius is widened per Fire Department requirement.

I gave to most of the Commission and some staff a letter that states in lieu of the three year maintenance bond Retirement Systems of Alabama will cause any required repairs to be made for failures to the streets or utilities that occur in Phase 7-C of National

Village that occur within three years of the date of this letter. This means we will not give signatures for this until we have the warranty bond in place and then it can be recorded.

Staff Recommendation: Approve, subject to adding Planning Commission Chairman and delete Director of Planning from the signature block.

Mr. Gwin reported the Engineering Department conducted an inspection of the construction of the infrastructure to determine if they meet the standards established in the City's Public Works manual. With the concurrent approval of the Engineering and Public Works Department, and the establishment of the required bonds, Final Plat approval is recommended for signatures.

Mr. Kelley reported for OUB, Opelika Utilities currently serves this location.

Mr. Kelley reported for OPS, this subdivision is outside the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Mr. Silberman made a motion for final plat approval with staff recommendations.

Mr. Hilyer seconded the motion.

Mr. Hilyer asked Mr. Kelley to clarify the statement about the bond.

Mr. Kelley stated this letter says what is needed, but we have to implement what this letter says.

Mr. Hilyer asked if this is an administrative function.

Mr. Gunter stated the Subdivision Regulations provide the Planning Director, City Engineer and the Public Works Director to accept and approve a bond in accordance with the Subdivision Regulations. The only thing remaining is the repair and the warranty of the streets for three years. What I would suggest is execute a standard warranty bond. The subdivision provisions said that the warranty bond be executed upon two things, 1) Be recorded with the plat and 2) acceptance of the streets and the infrastructure by the City Engineer [and Public Works Director]. My recommendation is to execute one of our standard warranty bonds and attached it to this letter and let it go at that.

Mr. Hilyer stated we have an acceptance form that has been signed off by Public Works and the Engineer.

Ab Conner stated this will be the first time Retirement Systems has been asked to post a bond. Do you want them to furnish the bond under their name?

Mr. Gunter stated the bond will need to be by the developer. The Planning Department is not supposed to issue a building permit until the plat is recorded and the all the bonds have been properly executed and accepted by the City Planner, Public Works, and the City Engineer. Those three persons have been delegated ability to accept the bond. We have standard bond forms that can be used.

Mr. Hilyer and Kelley agreed this is a simple form.

Chairman Pridgen stated let's send Mr. Conner the form and if he needs to get approval by Mr. Bonner.

Mr. Gunter stated the bond form just says the developer will maintain the streets for a period of three years from the acceptance of the streets.

Mr. Hilyer stated today's date is fine.

Chairman Pridgen stated this was clarification of staff recommendations.

Ms. Cannon expressed concerns for the narrow street.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama and THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama (collectively the "Subdivider"), and the City of Opelika, Alabama (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Subdivider is the developer of National Village Phase 7C (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Lee County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of three (3) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

4. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider; and/or
- (b) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

5. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

6. Indemnification. To the extent permitted by the laws and Constitution of the State of Alabama, the Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

7. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

8. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

9. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

10. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

13. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

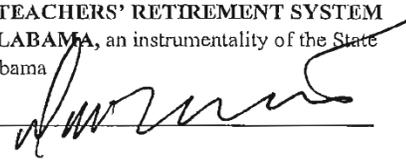
15. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

16. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

17. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

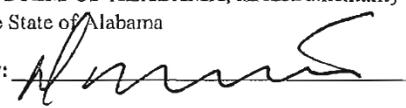
IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

THE TEACHERS' RETIREMENT SYSTEM
OF ALABAMA, an instrumentality of the State
of Alabama

By:  _____

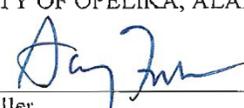
As: _____

THE EMPLOYEES' RETIREMENT
SYSTEM OF ALABAMA, an instrumentality of
the State of Alabama

By:  _____

As: _____

THE CITY OF OPELIKA, ALABAMA

By:  _____

Gary Fuller
As Its Mayor

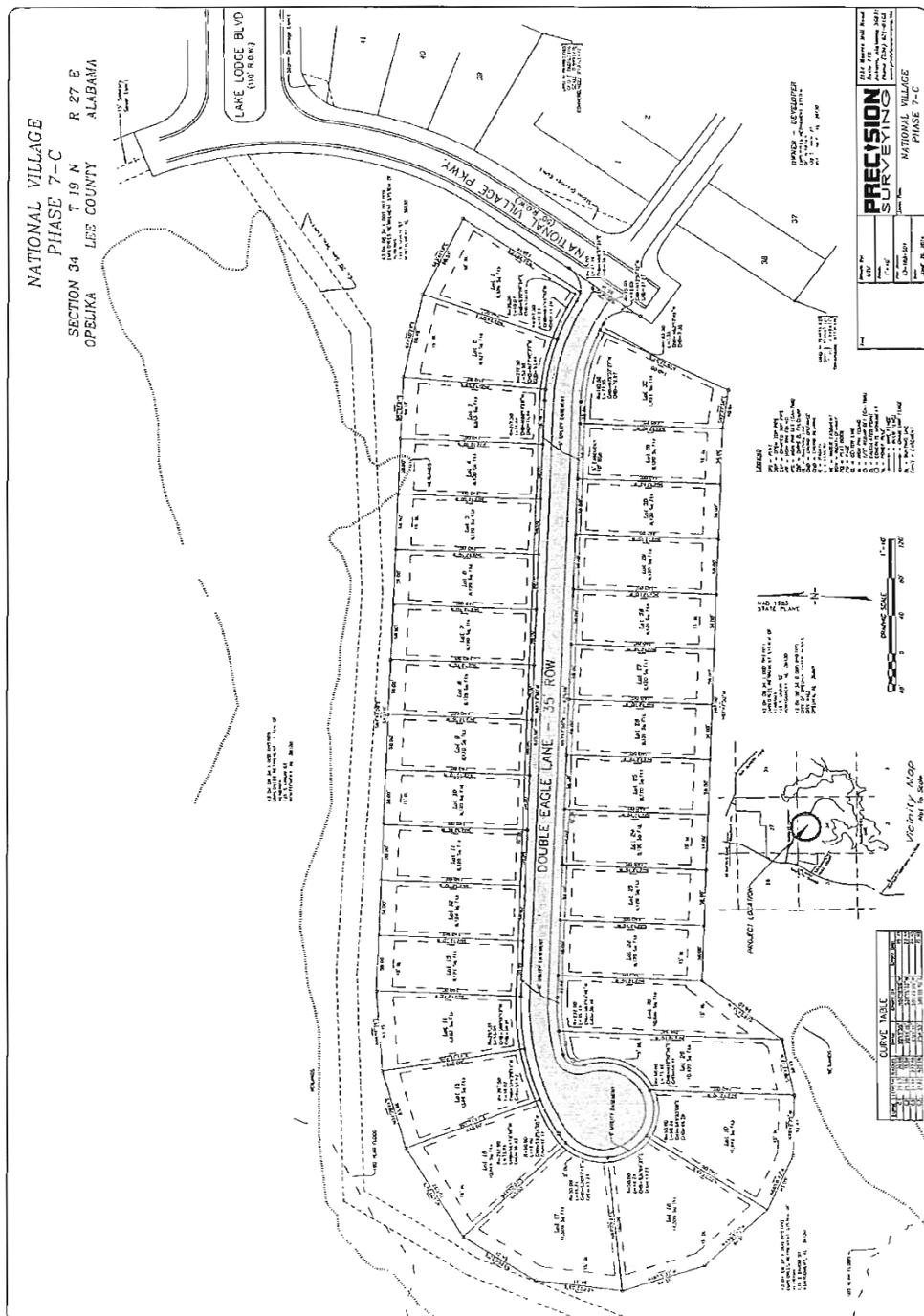
Date: 8-6-14

ATTEST:  _____

R. G. "Bob" Shuman, City Clerk

EXHIBIT "A"
The Improvements

Easements and R-O-W's in Phase 7C of National Village



6. a. Wyndham Industrial Subdivision, revision of Lot 5, 3 lots, Industrial Development Blvd, Jimmy Cleveland, Final approval

Mr. Ogren reported the applicant is requesting final plat approval for a three lot subdivision located in the Wyndham PUD on Wyndham Industrial Drive. At the June 24th Planning Commission meeting the applicant requested preliminary and final plat approval. At the meeting discussion was held about the condition of Wyndham Industrial Drive and to require the developer/applicant to complete construction of Wyndham Industrial Drive before final plat approval is granted. At the June 24th meeting the subdivision was given preliminary plat approval only. The applicant/developer is now requesting a time extension on his "Letter of Credit" for the construction of Wyndham Industrial Drive. The Letter of Credit guarantees that Wyndham Industrial Drive will be completed on or before December 20, 2014 as provided in the subdivision bond (See "Consent to Extension" document signed by Auburn Bank attached to this report).

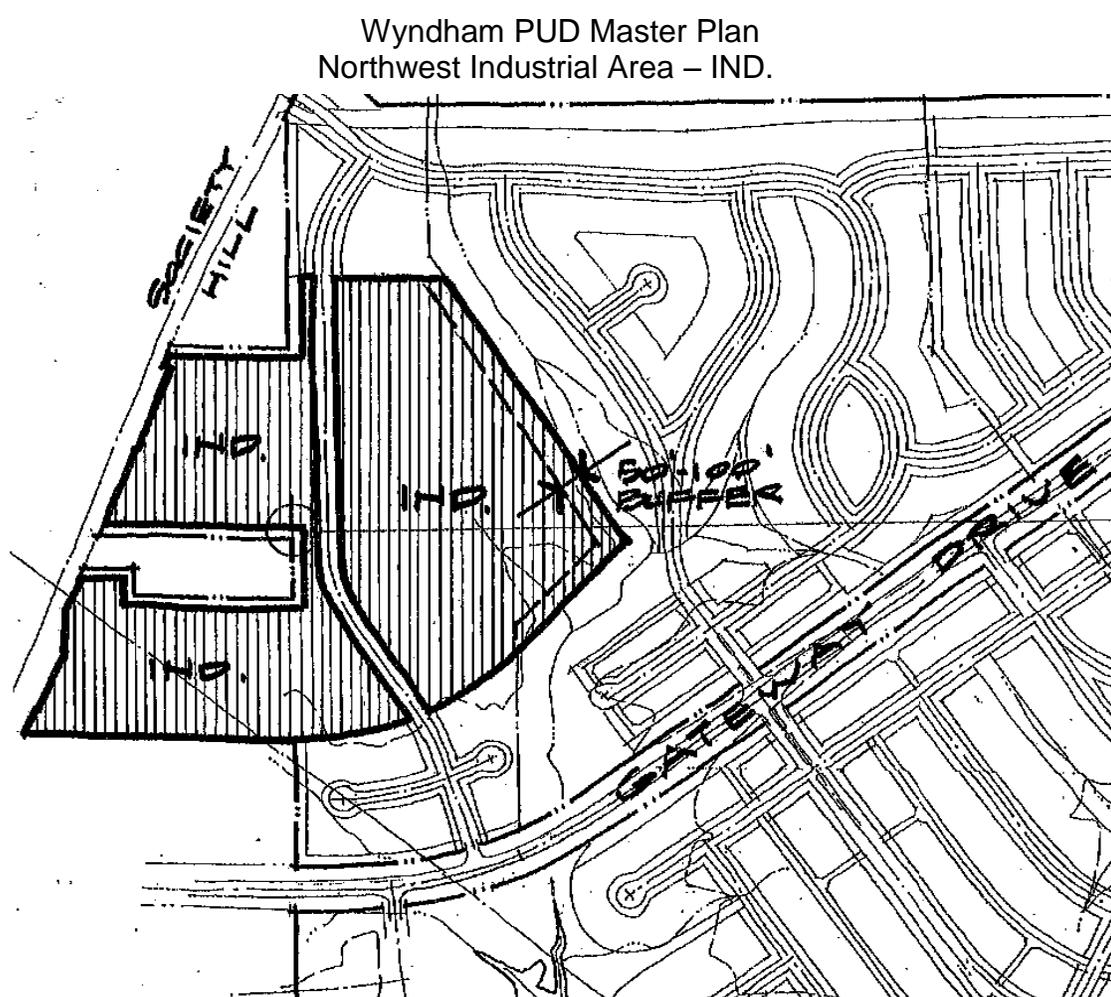
The land uses designated for this area along Wyndham Industrial Drive is "commercial/distribution/light industrial". A warehouse is planned to be constructed on

Lot 5B – 4.7 acres. (Kinnucan’s corporate office and warehouse: receiving location then mostly FedEx deliveries from warehouse to stores.) The other two lots are 5.5 acres and 12.1 acres. The Wyndham PUD master plan requires a 50 to 100 foot wide buffer along the east property line. The master plan states (page 22-23)

“... the development of the Northwest parcel will be the establishment of an appropriate Buffer between this Industry and the areas projected to become Premium Single-Family Residential. The Wyndham plan envisions that this “buffering” will be accomplished by the means of width (50’ to 100’) as well as by topography. The goal of this Buffer will be to allow these two types of areas [Industry and single family homes] to exist in harmony with each other.” (See map on page 2)

The adjacent property to the east is designated in the master plan “premium single family homes”. The buffer establishes a visual screen and an appropriate distance between the incompatible uses. The Wyndham master plan also states that the topography could be used as buffering.

Staff recommends final plat approval subject to the buffer shown on the plat stating “50 to 100 foot wide residential buffer”.



Mr. Gwin reported the City has entered into agreement with the developer to extend the performance bond in the form of a letter of credit, to complete the development to the City’s standards. With this agreement, it is recommended that the final plat be approved and signed with the understanding that the development will be completed, inspected and approved by the Engineering and Public Works department before the expiration of the bond by, December 20, 2014.

With the agreement, performance bond to guarantee the completion of the infrastructure, the Engineering Department recommends Final Plat approval.

Mr. Kelley reported for OUB, Opelika Utilities currently serves this location.

Mr. Kelley reported for OPS, this subdivision is in the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.
No comments.
Chairman Pridgen closed the public hearing.

Ms. Cannon made a motion for final plat approval with staff recommendations.
Mr. Silberman seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer
Nays: None
Abstention: None

Mr. Cherry asked if the issues about the road have been addressed.
Chairman Pridgen stated this agreement will address these.
Mr. Hilyer said if they do not address the issues the City can take this \$94 thousand and address them.

C. CONDITIONAL USE - Public Hearing

7. Sun Self Storage Inc., 1704 Frederick Road, C-2, GC-2, Addition to climate control mini warehouse facility

Mr. Ogren reported the applicant is requesting conditional use approval to construct a 60 unit 12,000 square foot (sf) climate control mini-warehouse building (100' x 120') and one 12,720 sf climate-controlled warehouse building (106' x 120') See "Proposed Building" on site plan. The 12,720 sf warehouse will be leased to the State of Alabama for record retention including records from the State Department of Forensic Science. The 60 unit building is individual self-storage rentals. The 60 units are accessed internally i.e., the access doors for each unit is inside the building; there will be no visible outside exterior doors for each unit. Power meters are not provided to the individual units or the record retention building. The proposed buildings will have public road access to Frederick Road from an existing 20 foot wide access easement.

History

In 2002 the Planning Commission granted conditional use approval for a climate control mini-warehouse buildings at 1704 Frederick Road. The warehouse was 25,200 square feet (sf) and consisted of 60 individual rental units and a manager's office. Later, a 10,800 sf addition was added to the 25,200 sf warehouse. The addition was a single climate control unit leased for the retention of records. The warehouse buildings were constructed on a single lot called "Lot 2A" (1.7 acres) that fronts along Frederick Road. In 2013 Planning Commission granted conditional use approval for one 60 unit 12,000 sf climate control mini-warehouse buildings at this same location – 1704 Frederick Road. The warehouse is located on a separate lot named Lot 1A2 (5.9 acres). Lot 1A2 is adjacent to Lot 2A to the north. The warehouse on Lot 1A2 has public road frontage to Corporate Drive. Typically, driveway construction would be required to Corporate Drive. However, instead of requiring driveway construction from the warehouses to Corporate Drive an access easement from Lot 1A2 across Lot 2A to Frederick Road was approved. The applicant explained that he plans to combine Lot 1A2 and Lot 2A into one lot so all warehouses have Frederick Road public access. However, because of "refinancing options" the applicant is restricted from combining the lots until 2016. Also the applicant adds that the severe topography in the north section of Lot 1A2 would create an economic hardship if driveway construction from the warehouses to Corporate Drive was required. At the June 2013 meeting the Planning Commission approved public road access for the warehouse on Lot 1A2 via a 20 foot wide public easement through Lot 2A. Also in June 2013 a subdivision plat was approved that included an access easement on Lot 2A: "30' Access for Owner of Lot 2A & Public Vehicles Only (Not for General Public)"

The site plan for the proposed two warehouse buildings shows a "new drive" that extends from the existing 12,000 sf warehouse building to the northern-most proposed building. The extended driveway and cul-de-sac turnaround for the north building must be paved. An existing 40' radius turnaround (gravel surface turnaround) located

between two buildings will remain in place providing a turnaround area for fire trucks. The canopy attached to the far north building that extends over the driveway is 14 feet high; the fourteen foot height meets minimum height standards (13'6") for a fire truck. Six paved off-street parking spaces are shown as required for the far north 60 unit 'proposed building'. The site plan shows a 'preserved area' of existing trees on the west and east side of the northern-most proposed building. The plan shows that at least 21 trees with 6" to 24" diameters will be preserved and maintained by the applicant. Landscape requirements are met by preserving these existing trees.

Staff recommends approval.

Mr. Gwin reported this development is utilizing an access that has prior approval. Because of this prior approval the Engineering Department has no issues and recommends conditional use approval.

Mr. Ogren reported for OUB, Opelika Utilities Currently serves this location.

Mr. Ogren reported for OPS, Opelika Power Services presently serves this use.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Mr. Cherry made a motion for conditional use approval with staff recommendations.

Mr. McEachern seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

8. Anthony Slaughter, 2500 Pepperell Parkway, C-3, GC-2, Fast-food restaurant

Mr. Ogren reported the applicant is requesting conditional use to construct a Bojangles restaurant between Hardee's and Bancorp South. A building size of 3,808 sq. ft. is located on a disturbed area of approximately 1.5 acres. Parking requirements exceed the minimum by 10 spaces. Traffic curb cut is only a right-in/right-out movement on Pepperell, and driveway access at the rear of the lot. Building setback requirements, lot area and width meet Zoning Ordinance standards. Landscape requirements are satisfied; both base points and parking lot points. Building materials are 30% brick and 70% EFIS. Planning Commission will need to make the determination if this building material percentage is acceptable. Impervious coverage is 73%.

Approve subject to building material percentage as determined by Planning Commission.

Mr. Gwin reported this development has submitted site development, erosion control, utility and access plans to this department that meets the requirements of the Public Works Manual. With this submission the Engineering Department has no comments or concerns and recommends conditional use approval.

Mr. Kelley reported for OUB, water service is accessible to this Location by a water main in the R.O.W. of Pepperell Parkway.

Mr. Kelley reported for OPS, this use is in the Opelika Power Services territory.

Chairman Pridgen opened the public hearing.

No comments.

Chairman Pridgen closed the public hearing.

Ms. Cannon made a motion for conditional use approval with staff recommendations.

Mr. Hilyer seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None
Abstention: None

D. TEXT AMENDMENTS TO ZONING ORDINANCE – Public Hearing

9. Amend Section 7.3 Specific District Regulations, sub-section A. District Regulation, Amend minimum lot width requirement in the Gateway Corridor Overlay zoning District from 100 feet to 150 feet.

Mr. Kelley reported we are now amending the Gateway Corridor from 100 foot width to 150 foot width at the request of the City Council as originally proposed by the Planning Commission. Additional information requested by CC on existing non-conforming lots of record along the 2nd Ave. Gateway has been provided.

A 2nd reading on the Gateway Ordinance is expected at their meeting on July 15, 2012. Rather than print another full legal ad (quite expensive) staff recommended that only change the lot width from 100 to 150 feet.

RECOMMENDATION: Approve the text amendment change on lot width in the Gateway from 100 to 150 feet.

No comments from other staff.

Chairman Pridgen opened the public hearing.
Mr. McCrory asked if this applies to GC-1 and GC-2.
Mr. Kelley stated we have one GC zone now.
Chairman Pridgen closed the public hearing.

Ms. Cannon made a motion for preliminary and final plat approval with staff recommendations.

Mr. Hilyer seconded the motion.
Ayes: Cherry, McEachern, Silberman, Cannon, Hilyer
Nays: None
Abstention: Council Member Canon

E. TEXT AMENDMENTS TO SUBDIVISION REGULATIONS - Public Hearing

10. Amend Section I Authority and Jurisdiction and Section 4.4, sub-section B. Improvements – (Language clarification)

Mr. Kelley and Mr. Hilyer reported the specific text amendments to the Subdivision Regulations, Section I Authority and Jurisdiction and Section 4.4, sub-section B. Improvements – (Language clarification), and the Public Works Manual.

No comments from other staff.

Chairman Pridgen opened the public hearing.
No comments.
Chairman Pridgen closed the public hearing.

Mr. McEachern made a positive recommendation to City Council with staff recommendation for the Public Works Manual amendments.

Ms. Cannon seconded the motion.
Ayes: Cherry, McEachern, Silberman, Cannon, Hilyer
Nays: None
Abstention: Council Member Canon

Mr. Silberman made a motion to approve the resolution amending the text to the Subdivision Regulations in Section I Authority and Jurisdiction and Section 4.4, sub-section B. Improvements – (Language clarification)
Ms. Cannon seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer
Nays: None
Abstention: None

Mr. Gunter state the resolution needs to be published in the newspaper and recorded at the court house. It is officially in effect once it is published.

F. OTHER BUSINESS

11. Tony Rogers, 400 block of Columbus Parkway, C-3, GC-2, Update on Temporary use of a mobile/modular office from February 5, 2014 to June 30, 2014

Mr. Kelley reported Mr. Rogers is requesting an extension through Sept. 30, 2014 to complete the office building. The reason for the request is poor soil conditions and finding a vehicle buried that had to be excavated from the site.

Although the extension is only 180 days for a temporary mobile/modular office unit from February 5, 2014 to August 5, 2014, the circumstances behind completion of the permanent office building is unusual. However, if the problem is not resolved by September 30, the temporary use of the office must cease and the unit removed from the site.

STAFF RECOMMENDATION: Approve an extension ONLY till September 30, 2014.

No comments from other staff.

Mr. Silberman made a motion to extend the temporary use to Sept. 30, 2014 approval with staff recommendations.

Ms. Cannon seconded the motion.

Ayes: Cherry, McEachern, Silberman, Council Member Canon, Cannon, Hilyer

Nays: None

Abstention: None

With no further business on the agenda, Chairman Pridgen adjourned the meeting at 3:57 p.m.

Keith Pridgen, Chairman

Rachel Dennis, Secretary