CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA

300 Martin Luther King Blvd.

December 7, 2021

TIME: 6:45 PM

1. CALL TO ORDER
    1. George Allen, Erica Norris, Todd Rauch, Eddie Smith
2. PRESENTATIONS
    1. CDBG PY2020 Consolidated Annual Performance Report.
    2. Request Advertise for PH, Rezoning, 900 block North Uniroyal Road, 160.7 Acres, from R-2 to PUD.
3. RESOLUTIONS
    1. Approve Contract Extension with SDAC for ADA Improvements Project - ENG.
    2. Approve Industrial Access Road Funding Agreement with ALDOT for Project Crown - ENG.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
7. GENERAL / DISCUSSION
8. END OF WORK SESSION

"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."

CAPER– DRAFT
CDBG
PY2020

Submitted to the Department of Housing and Urban Development
Birmingham Field Office
October 1, 2020-September 30, 2021

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Opelika receives annual federal grant allocations from the U.S. Department of Housing and Urban Development (HUD) through Community Development Block Grants (CDBG). However, no funding is received for HOME, HOPWA, or ESG. The City of Opelika received CDBG-CV funding on June 2, 2020 to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). In PY2020, the City of Opelika continued to make progress and pursued activites that met goals and objectives identified in its five-year Consolidated Plan (2020-2024). Five goals were established for the five-year planning period:

Goal 1: Provide decent and affordable housing and supportive services for low-moderate families

Goal 2: Provide decent and affordable housing and supportive services for populations with a disability and/or elderly

Goal 3: Provide support for non-profit public services

Goal 4: Improve public facilities and/or infrastructure

Goal 5: Eliminate slum and blight

The Action Plan is the annual planning document that represents specific activities to be undertaken during a HUD program year. This report will summarize activites and expediatures related to the PY2020 Action Plan (Year 1 of the Consolidated Plan).

Additionally, the City successfully met the timeliness test at 0.60 (see PR56), which is below the required 1.5 ratio.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	0	0		5	7	140.00%
Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	25	7	28.00%			
Decent Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	75	7	9.33%	15	7	46.67%
Facade Renovations	Eliminate slum/blight	CDBG: $	Facade treatment/business building rehabilitation	Business	25	3	12.00%	5	3	60.00%
Public Facilities	Public Facility and Infrastructure	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	
Public Facilities	Public Facility and Infrastructure	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	500	500	100.00%	500	500	100.00%

Supportive Services	Supportive Services	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0			0	1582	
Supportive Services	Supportive Services	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	15250	1588	10.41%	2920	1588	54.38%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Opelika was able to meet the demand for Emergency Home Repairs during PY2020 by providing repairs within 90 days, on average, of receiving completed application with the exception of the time during COVID-19 shutdown. Seven (7) households were assisted with home repairs that addressed health and safety issues giving them a higher standard of living. All seven (7) of those assisted with Emergency Home Repairs were African-American and 70% were over the age of 65.

The City of Opelika provides seven (7) first time home buyer individuals or families with down payment and closing cost assistance. Of these, six (6) were Aftrican-American and three (3) were female head of household. Both of these programs allow the City of Opelika to provide affordable/decent housing to its citizens. These activites met Goals 1 and 2 of the Consolidated Plan.

Through supportive services such as the East AL Food Bank Community Market and Lee-Russell Council of Government Utility Assistance Program, our community assited with food insecurities and provided assistance with utility bills. The Community Market experienced a short period of time of being closed to shoppers and when it was able to reopen saw a decrease in volunteers. The number of seniors served also decreased. The Community Market moved to a different model and began preparing prepackaged boxes and offered drive thru pick up. These activities met Goal 3 of the Consolidated Plan.

Three (3) downtown businesses were assisted with façade renovations through the Main Street Façade program. All were established businessess providing continued services, jobs, and revenue.

The City of Opelika continues to work on its comprehesive plan to update all sidewalks and crossings to meet ADA compliance and provide safer pedestian traffic. Funding will be used in PY2021 to address these issues in our low-moderate income neighborhoods. This is Goal 4 of the Consolidated Plan.

Goal 5 of the Consolidated Plan was elimination of slum and blight. This was accomplished through the City of Opelika Inspections Department. Six (6) properties were identified for demolition; four (4) were neglected residential houses. One of these was located in Census Tract 416, one of our target areas. The owners were notified and given the opportunity to do repairs and bring properties up to code prior to demolition. This process removed properties that were often dangerous and unsightly. Now the lots are cleared and there is a possibility of new affordable homes being built.

The City of Opelika received CDBG-CV round 1 funding allocating funds for utility, rental, and mortgage assistance for small businesses with less than ten employees and low- to moderate-income individuals who had been directly affected by COVID and experienced a decrease in monthly income of at least 30%. The City of Opelika assisted two (2) small businesses with rental assistance. Both were Black/African American owned businesses. One was extremely- low income and the other was low-income. We were able to assist twenty-one (21) households, totaling forty-nine individuals. Of these, 85.7% are Black/African-American, one (1) Hispanic, and one (1) White. Eleven (11) were female head of household and 24.4% were extremely-low income.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	336
Black or African American	0
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**336**
Hispanic	11
Not Hispanic	16

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The majority of the families represented above where assisted through the East AL Food Bank Community Market and are not counted more than once if served multiple times through the year. The Community Market provided food to 1,434 individuals from Opelika. Of the individuals served, 1,144 (79.7%) were Black/African American, 264 (18.4%) White, 11 (.07%) Hispanic, and the remaining "other". A drop in the number of Hispanic population served can be contributed to the Esperanza House, which is doing food distribution to our Hispanic community.

Of our Emergency Home Repair program participants, all were Black/African American. Five households (70%) of those served were over the age of 65. The Utility Assistance program assisted one hundred forty-three (143) households. Of those served, one hundred thirty-five (94.4%) were Black/African American. Funding for utility assistance was exhausted very quickly and calls continued throughout the year.

Circles Opelika provided five (5) families support through the Poverty ReduX Program, which provides financial counseling to individuals living at or below the federal poverty level. Of these, all five (5) were Black/African American and all were female head of household.

The Unity Wellness Center which serves our HIV/AIDS community was not funded this year. Instead, their patients were referred to Lee -Russell Council of Government for assistance.

The Child Advocacy Center did not apply for funding for PY2020.

With the limited amount of funding the City of Opelika receives each year, we do an exceptional job reaching the people of our community.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	271,745	361,616

Table 3 - Resources Made Available

Narrative

Funding source "Other" indicates the first round of HUD CARES Act-COVID19 received on June 2, 2020. Increased unemployment compensation pulled most individuals and families through the first few months of the pandemic. It wasn't until the supplemental unemployment expired and a decrease in monthly income was experienced that applications for rent, mortgage, and/or utility assitance began to be received. Although many businesses continue to be operating with reduced staff due to limited capacity of occupants, job opportunities are available in the area.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CARVER NEIGHBORHOOD	35	29	Emergency Home Repairs
COMMUNITY WIDE	100	100	Utility Assist, Food Bank, Emergency Home Repairs, Homeownership Loans, Rent/Mortg Assist
HISTORIC DOWNTOWN	11	5	Facade Improvements
JETER NEIGHBORHOOD	30	29	Emergency Home Repairs

Table 4 – Identify the geographic distribution and location of investments

Narrative

A map has been provided in attachments that outlines the location of properties for Emergency Home Repairs, Home Ownership assistance, Main Street Façade, and Sidewalk/Street improvements. The City of Opelika's focus is on the Carver-Jeter neighborhoods which are located in census tracts 414 and 416. Forty-seven percent (47%) of these activities where provided in the Carver-Jeter neighborhoods . Of course, the largest number of people served comes from Public Services but is the smallest amount of funds used. We will continue to implement strategic plans to improve the Carver-Jeter neighborhoods with decent/affordable housing, improved streets, access to supportive services, and economic opportunities.

When reviewing the PR54 report, it is indicated that 4.87% of funding resources was used for economic development through Main Street Facade Grants. Housing activities comprised 33.54%, Public Services were 10.19%, and the allowable 14.45% for General Administration and Planning. This report also showed that 84.11% of funds where used to assist low-and moderate-income persons and households either directly or on an area basis. The normal Public Service cap of 15% has been waived due to the COVID19 pandemic and includes CDBG-CV funds spent.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The best example of leveraging funds is our Main Street Façade program. When the business owner completes façade improvements, Main Street will reimburse 50% of expenses, up to a maximum of $7,000. This is a win-win situation. Facade improvements become more affordable for the business owner(s) and the city benefits from a more attractive downtown business district creating an increased revenue source for both. During PY2020 three (3) established business owners took advantage of the Main Street Façade program which provide services, retail, and job opportunities to our downtown business district.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	5	7
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**5**	**7**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	15	7
Number of households supported through Acquisition of Existing Units	0	0
Total	**15**	**7**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Opelika assisted seven (7) first time home buyers and currently have five (5) pending to close. This exceeded our goal of five (5). The only barrier seen was difficulty in finding an affordable home that would qualify for FHA financing due to the strict guidelines of FHA. According to the Lee County Association of Realtors, the median sales price for homes in Opelika is $260,000. GOBankingRates looked at home prices and mortgage rates in every state and estimated the minimum salary needed to afford the average home. For Alabama that salary is $36,760 with a monthly payment of $919 and monthly income needed of $3,063.33.

The City of Opelika also assisted seven (7) homeowners with Emergency Home Repairs. The largest barrier being the pandemic. We had strict requirements that contractors wear masks and wash hands often to make the job site as safe as possible during repairs.

The City of Opelika received CDBG-CV round 1 funding allocating funds for utility, rental, and mortgage assistance for small businesses with less than ten employees and low- to moderate-income individuals who had been directly affected by COVID and experienced a decrease in monthly income of at least 30%. The City of Opelika assisted two (2) small businesses with rental assistance. Both were Black/African American owned businesses. One was extremely- low income and the other was low-income. We were able to assist twenty-one (21) households, totaling forty-nine individuals. Of these, 85.7% are Black/African-American, one (1) Hispanic, and one (1) White. Eleven (11) were female head of household and 24.4% were extremely-low income.

Discuss how these outcomes will impact future annual action plans.

We will continue to strive to assist as many applicantes for both Homeownership Loans and Emergency Home Repairs as we can with limited budget and participating contractors.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2,196	0
Low-income	307	0
Moderate-income	22	0
Total	**2,525**	**0**

Table 7 – Number of Households Served

Narrative Information

As you can see, the vast majority of those assisted (86.9%) where in the Extremely Low-income category. The City of Opelika and its partner subrecipients work hard assisting our most vunerable citizens.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Opelika is part of Balance of the State Continuum of Care (CoC), Alabama Rural Coalition for the Homeless (ARCH) which serves 42 counties statewide. ARCH currently has three units in Auburn-Opelika for long- term housing and supportive care. They continue to search for additional properties in the area for long-term supportive care. In addition, the small number of persons considered to be homeless in Opelika are being sheltered in agencies such as the Domestic Violence Shelter and His Place. However, One-Voice Shelter has opened a new fifteen room facility to assist women (with or without children) who are homeless or displaced and currently are housing ten (10) women. One-Voice Shelter is now working on a mens shelter that will be located in a neighboring community and able to house up to twenty-five (25) homeless or displaced men.

Addressing the emergency shelter and transitional housing needs of homeless persons

ARCH works with Lee-Russell Council of Governments (LRCG) locally to screen and serve its homeless needs. One-Voice Shelter provides shelter for homeless women in our area. The City of Opelika is involved and supportive of all homeless programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Opelika works closely with multiple agencies who do a fantastic job referring clients to each other for assistance. These include, but are not limited to, the following: East Alabama Mental Health, Lee County Department of Human Relations, Unity Wellness Center, Family Resource Center, Opelika Housing Authority, and United Way.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City of Opelika works closely with multiple agencies who do a fantastic job referring clients to each other for assistance. These include, but are not limited to, the following: East Alabama Mental Health, Lee County Department of Human Relations, Unity Wellness Center, Family Resource Center, Opelika Housing Authority, and United Way.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Opelika Housing Authority (OHA) has converted 100% of its Public Housing stock, totaling 633 units, through HUD's Rental Assistance Demonstration (RAD) program to HUD's Project Based Rental Assistance (PBRA) program. This conversion through RAD began in 2014 and was formally completed on May 31, 2015, at which point the Opelika Housing Authority no longer owned or operated any Low-Income Public Housing units. Ownership of the 633 PBRA units was transferred to the Opelika Housing Authority's development arm, Opelika Housing Development, Inc. (OHD)

In conjunction with and through Opelika Housing Development, Inc., the Opelika Housing Authority owns six hundred thirty-three (633) housing individual affordable housing units within three (3) multi-family housing properties and three (3) single family homes. They also oversee five hundred twenty-five (525) Housing Choice Voucher located throughout the City of Opelika and the nearby City of Camp Hill, Alabama.

Efforts continue toward strengthening neighborhoods, empowering families, supporting local economies, and promoting local achievement. Over 1,150 families benefited from the programs administered by OHA. OHA empowers lower income families by providing opportunities to obtain affordable rental housing, employment and job training, youth programs, case management, and elderly assistance.

Management staff, Resident Services staff and community partners consistently attempt to meet our participants' and residents' needs by providing various services at community spaces and housing developments located throughout the City of Opelika.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

OHA administers a Family Self-Sufficiency (PH-FSS) program for Affordable Housing residents and Housing Choice Voucher participants. The FSS program provides critical tools and supportive services to foster a resident's and participant's transition from financial and housing assistance to economic and housing self-sufficiency. The FSS program offers a unique savings opportunity known as an escrow account, which is a savings account created and maintained by OHA. The escrow account is established when an FSS participant's rent increases due to an increase in earned income (wages). Participants must successfully achieve all goals established in order to be eligible to receive escrow funds upon completion of the FSS program. After successful completion of the program, participants receive their escrow savings and are encouraged to use it as a down payment on their first home.

The Opelika Housing Authority plans to work more closely with the City of Opelika's Community Development staff to promote and sponsor housing seminars onsite for residents. These seminars provide an opportunity for Staff to explain the Home Ownership Loan program the City of Opelika has to offer.

Actions taken to provide assistance to troubled PHAs

Opelika Housing Authority is a "High Performing" public housing authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Opelika has carefully reviewed zoning and land use regulations to assure that any barriers are addressed and minimal. The International Building Codes are adhered to and only reasonable and customary fees are required.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Opelika has partnered with the Casey Foundation, Auburn University Mobile Studio, East Alabama Medical Center, Lee County Family Court, Department of Human Resources, East Alabama Mental Health, Lee County Youth Detention Center, and many more participants with Community of Hope. We continue to work towards launching a mobile health clinic that will travel to needy neighborhoods (mostly Carver and Jeter area) based on studies and statistical data gathered on the number of teen pregnancies, low birth rates, domestic violence, DHR intervention, crime, etc...It is our hope that by providing medical care and supportive services we will build relationships that will change the lives of our citizens. Due to COVID, completing the retrofit of the mobile clinic has been delayed. This public-private partnership represents over $200,000 to address underserved populations needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Due to the limited funding the City of Opelika receives, we are unable to address lead-based paint hazards at this time.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Opelika supports several public service organizations with CDBG funds and many more with our general funds so that they may serve and meet the needs of our citizens.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Due to the limited funding the City of Opelika receives, we are unable to address institutional structures at this time.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Opelika has open communication with the Lee County Assocation of Realtors, the Lee County Home Builders Association, Opelika Housing Authority, Lee-Russell Council of Government, Alabama Rural Coalition of the Homeless, and multiple other social service agencies to address housing needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Opelika updated its Analysis of Impediment (AI) in October 2017. The AI addresses fair housing practices, lending practices, public policies, housing cost burdens, and impediments.

Housing discrimination continues to occur, and manifest itself in different ways amoung different segments of the population. Since it continues to be the goal of the City to eliminate any existing discrimination and prevent future housing discrimination and other impediments to equal housing opportunity, the City will continue to address the following impediments in the following ways:

Impediment One-Fair Housing Advocacy and Outreach

There is not a strong advocacy program or group to provide outreach and education on fair housing issues in Opelika. The need for on-going education, awareness, and outreach remains, especially amoung lower income households and minorities.

Impediment Two-Limited Supply of Affordable Housing

Affordability is one aspect of housing discrimination and it is difficult to talk about addressing impediments to fair housing, and actions to eliminate discrimination in housing, without simultaneously talking about development of policies, plans, programs, and projects to increase the supply of affordable housing. Due to limited funding, the City has been unable to address this problem on its own and continue to seek public/private partnerships to develop affordable housing. Suffice to say that even moderate-income households face challenges in purchasing a home in Opelika, and low-income families face a significant cost burden for rental housing.

According to data from the Lee County Association of Realtors, the median sales price for homes in Opelika is now $260,000 up 5.6% from $245,500 last year with average sold price being $285,721 up slightly from last last years number of $250,973. As home prices climb, the affordability of homeownership is often beyond the reach of residents. The City of Opelika continues to search for developers that will build affordable single- family homes using housing tax credits or multi-family units that have a mixed income ratio availability.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activities are monitored daily for compliance and reporting is done in a timely manner. Subrecipients are monitored to assure all required documentation is completed and provided before reimbursement for services are issued. New subrecipients receive one-on-one training on the regulations and requirements of the program so that they are knowledgeable and are able to gather and supply the correct supporting documentation. All new information or regulations are forwarded to all subrecipients so that they are kept up-to-date.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen participation is strongly encouraged and welcomed. Several times throughout the year input is sought and all comments received are considered when planning.

During the planning process public hearing and CAPER review notices are posted at City Hall, the public library, recreation centers, and the Public Works building seeking public input and participation. These notices are also run in the local newspaper and posted on the city website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There will be no changes made to program objectives. The City of Opelika will continue to work on creating and improving decent/affordable housing, providing public services that meet the needs of our citizens and community, and encouraging economic growth and job opportunities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There will be no changes made to program objectives. The City of Opelika will continue to work on creating and improving decent/affordable housing, providing public services that meet the needs of our citizens and community, and encouraging economic growth and job opportunities.

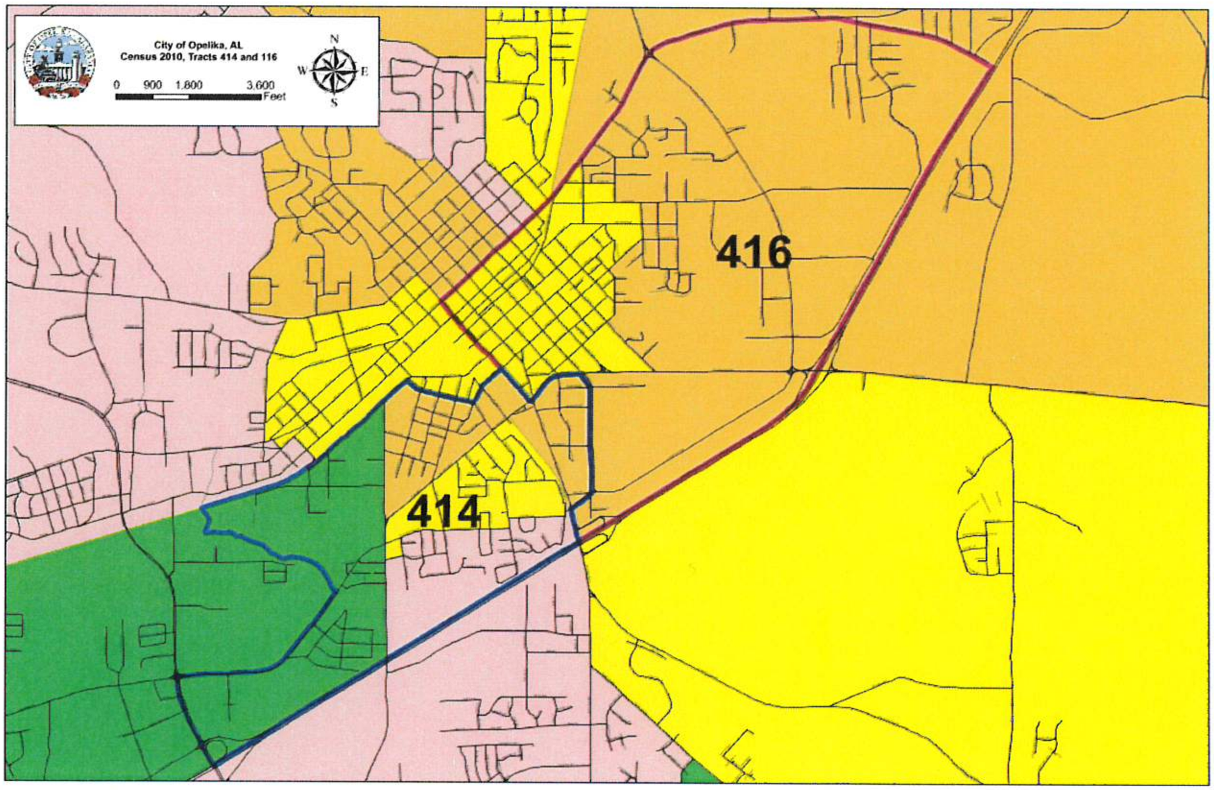
Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

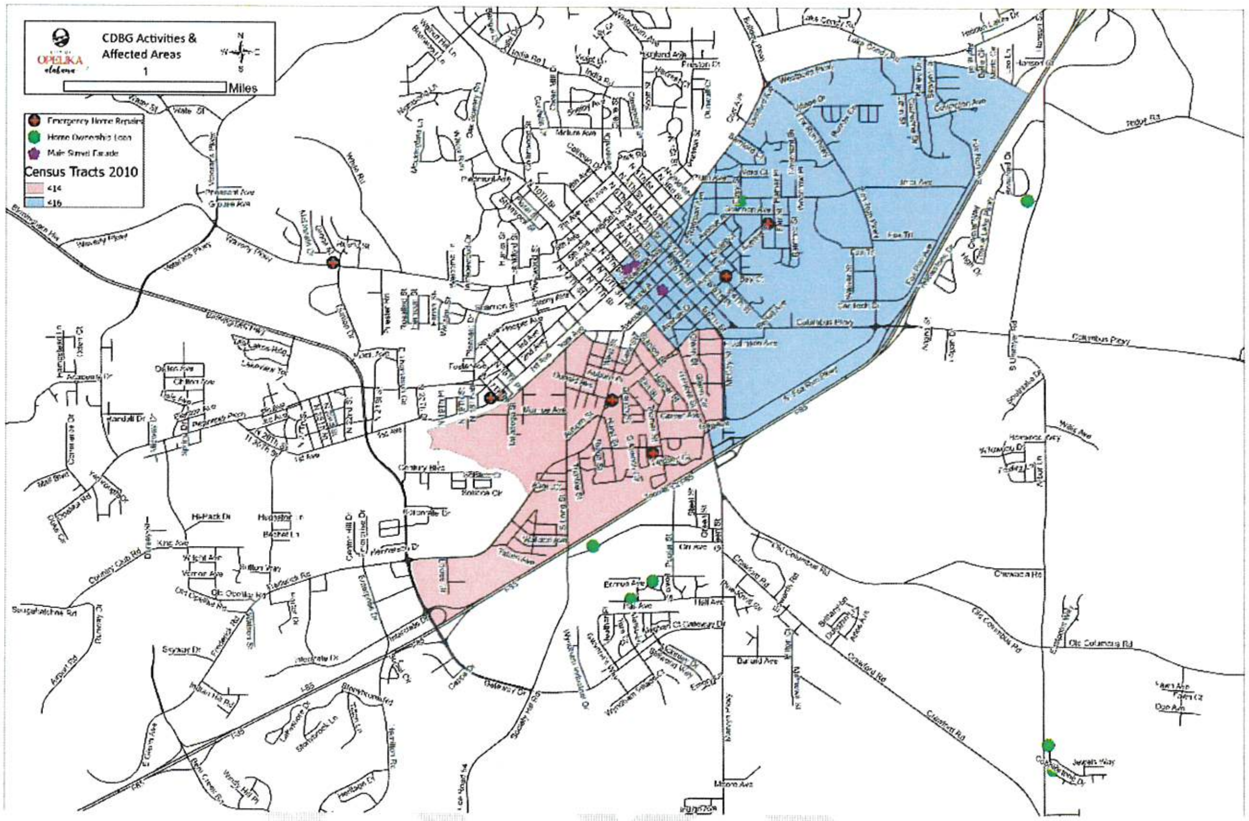
[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment

Designated Census Tracts 414-416



PY2020 Activity Map



CITY COUNCIL REPORT
CDBG PY2020
CAPER

PY 2020 BUDGET **$271,745**

ACTIVITY	AMT SPENT	NUMBER ASSISTED
Home Ownership	$38,092.00	7 (1-Jeter Area) Avg Purchase Price $166,261.42
Housing Rehab	$32,165.00	7 (2-Carver Area/4-Jeter Area)
Façade Renovations	$14,270.50	3 (CyberZone, Emmanuel Episcopal Church, and Collaboration Station)
Public Infrastructure/ New Lighting	$138,884.51	1 (S. 4th Street sidewalk project)
Supportive Services	$38,316.11	1,588
COVID Microenterprise Assistance	$ 4,017.63	2
COVID Individual Assistance	$30,450.35	21
	Total Assisted	**1,628**

INCOME

Extremely Low	1,497	91.9%
Low	118	7.2%
Moderate	13	0.7%

RACE

Black/African Amer.	1,265	77.7%
White	336	20.6%
Hispanic	11	0.6%
Other	16	0.9%

City of Opelika
Planning Commission
Planning Department Report

Meeting Date:	November 23, 2021
Agenda Item #:	C-1
Action Requested:	Rezoning - 160.2 acres R-2 to PUD
Property Owner(s):	Flatiron Farms, LLC Blake Rice, Barrett-Simpson, Inc., authorized representative
Current Zoning:	R-2
Proposed Zoning:	PUD (Planned Unit Development)
Existing Land Use:	Undeveloped

Surrounding Zoning Districts And Land Uses:

North	R-2	Single-Family Homes
South	R-1	Undeveloped & Residential Homes
East	R-2 & R-1	Undeveloped
West	R-2 & PUD	Single-Family Homes

Rezoning:

The applicant is requesting rezoning 160.3 acres from a R-2 (low density residential) zoning district to a PUD (planned unit development) zoning district for a single-family residential community. Ridge Road and North Uniroyal Road border the development along the north and west property lines, respectively. The adjacent property on the east and south are large rural tracts. Access to the development is from two new streets with one on the northeast border of Ridge Road and one on the west border of North Uniroyal Road. The access street to the northeast is approximately 1850 feet from the intersection of Ridge Road and North Uniroyal Road. The other street to the west is approximately 1,100 feet from the intersection of Ridge Road and North Uniroyal Road.

The proposed development consist of 373 single family home lots, three parcels designated “detention/common area”, and one small lot that is solely a 50 gas easement. The density for the entire 160.24-acre PUD development is 2.35 dwellings per acre. The typical lot is 9,000 sf (residential lot sizes range from 9,000 sf to 54,367 sf). The proposed setback for the residential lots is a minimum of 20 feet from the front property line, 7 feet from each side property line, 25 feet from the rear property line and 15 feet from a side street. An HOA (Homeowner’s Association) will be established for the neighborhood. The HOA's 'Covenants, Conditions and Restrictions' document will include architectural guidelines and building and use restrictions for property owners.

The "detention/open space" on the master plan are three (3) lots that total 37.48 acres. The common area is primarily an undisturbed natural wooded area preserved as open space for the homeowners and/or amenities. The Laurel Lakes homeowner's association will own, maintain, and preserve the 37.48-acre detention/open space for property owners.

According to the landscape regulations, a residential buffer strip is required along the perimeter property line of the development where it abuts residential properties. The buffer provides visual separation and screening to improve compatibility between the PUD residential lots and the adjacent undeveloped rural areas. The buffer should provide a near impervious visual buffer between the PUD lots and the adjoining parcels on all sides. The Landscape Regulations has three options for a residential buffer including preserving a 20-foot-wide natural wooded buffer that provides a nearly impervious visual buffer. If the 20-foot natural buffer does not provide an impervious visual buffer, then a 2nd option is to plant a staggered double row of evergreen trees; the size of evergreens planted should grow at least 6 feet in height and provide an impervious visual barrier in three years. The <u>site plan for each lot that border a perimeter lot line must include the type of landscape buffer that will be installed before a building permit is issued.</u>

A 25-foot landscape buffer is shown along the 43 residential lots and one detention/open space adjacent to North Uniroyal Road and Ridge Road. The new homes constructed on those lots face an internal street, and the rear yard faces North Uniroyal Road and Ridge Road. The visual buffer between the residential lots and North Uniroyal Road and Ridge Road preserves the rural character of the larger parcels across North Uniroyal Road and Ridge Road. The buffer also reduces possible interference between the existing rural farm properties and activities of the proposed residential community.

Staff recommends sidewalks installed on at least one side of all streets and underground utilities provided. Two shed structures are existing on the property and will be removed prior to this development proceeding.

Staff Recommendation

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

1. All utilities shall be underground.
2. Sidewalks are required on at least one side of all streets.
3. Label/show a PUD residential buffer as required from the buffer options provided in Section IX Landscape Regulations.

4. Label/show the 25 foot landscape buffer along the rear lot lines of lots adjacent to North Uniroyal Road and Ridge Road. The buffer planted mut be an adequate size to provide a near impervious visual buffer in three years.
5. Revise the PUD Master Plan narrative, conceptual map/layout, and preliminary plat to reflect the same language, details, and terminology.
6. The minimum lot size or width should be clearly defined. The master plan notes that the typical lot will be 60 feet in width. This should be defined as a minimum unless the lot is located on a cul-de-sac that prevents the minimum width.
7. The exhibit notes 375 lots. The preliminary plat shows 376 lots. It appears based on the plat there are actually 377 lots. The 50 foot gas easement located on the east side of spine road between Lots 81 and 82 on the preliminary plat is shown as a separate lot. The number of lots should be clarified across documents. If the easement is a separate lot it should be numbered on the plat. If not, the line weight should be adjusted to show its inclusion in an adjoining lot.

Engineering Department Report

The Engineering Department has no comments or concerns with the proposed rezoning application.

Opelika Utilities Board Report

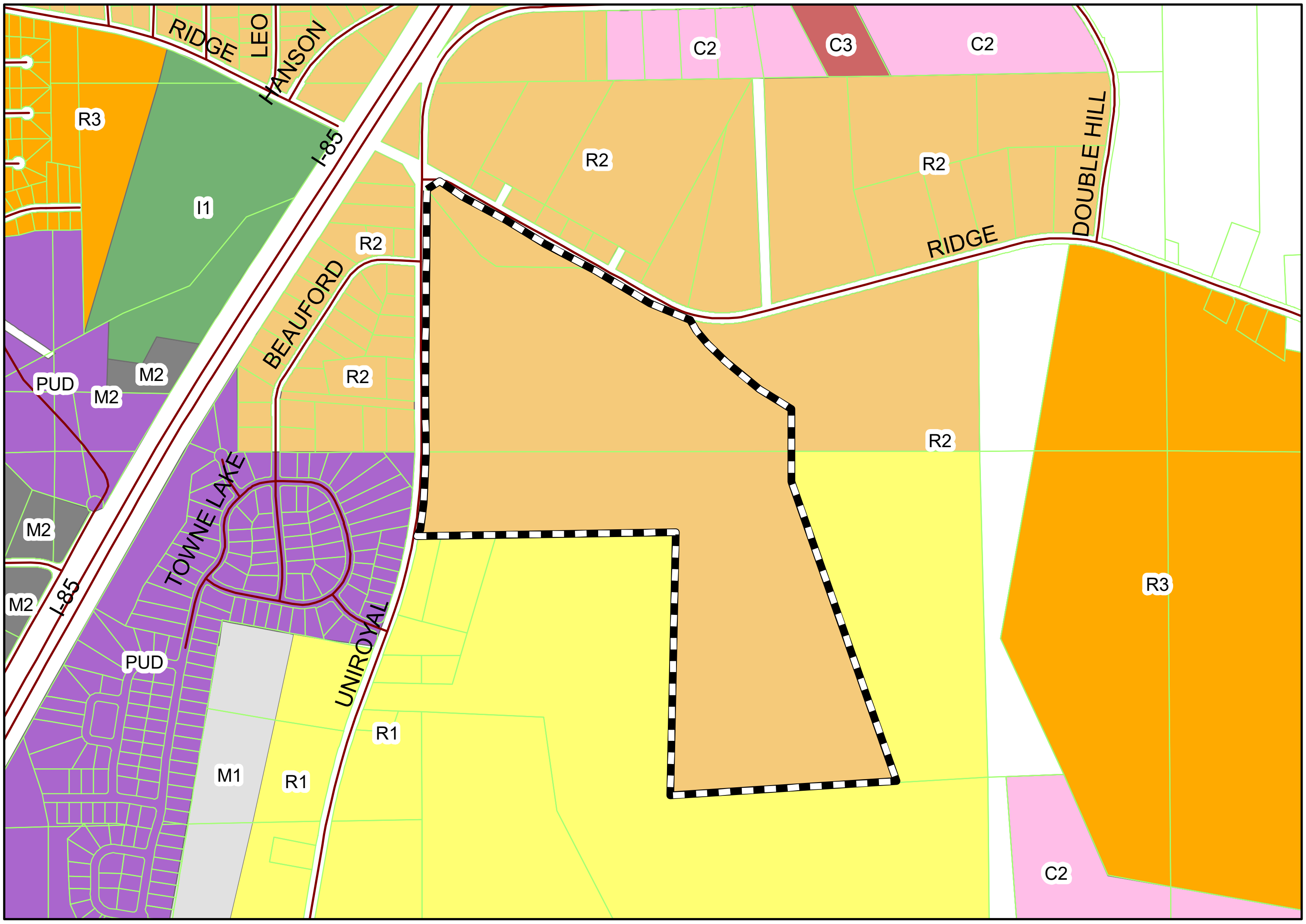
Water service is accessible to this use by a water main in the R.O.W. of North Uniroyal Road.

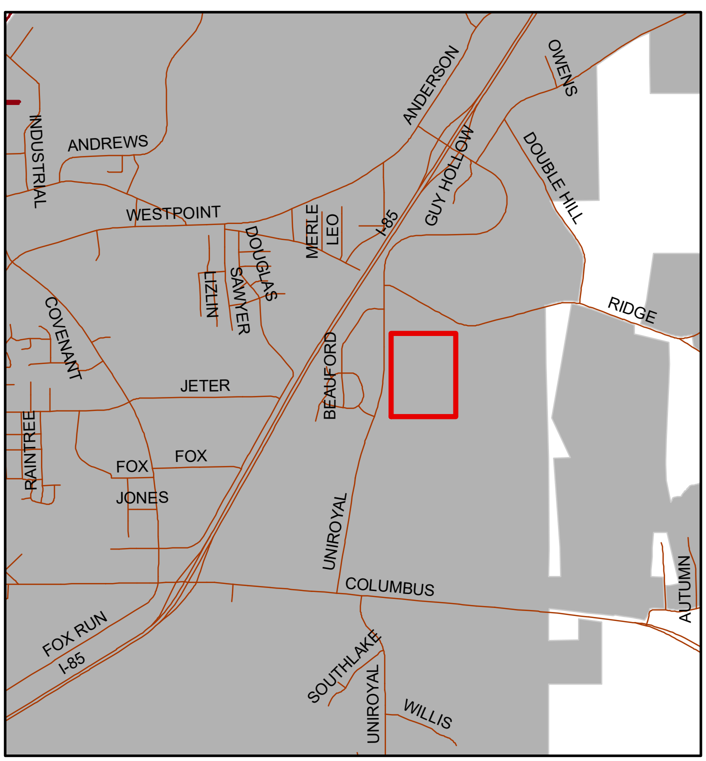
Opelika Power Services Report

This subdivision is inside the Opelika Power, Tallapoosa River Electric Coop and Alabama Power Service territory.

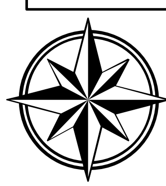
At their November 23rd regular meeting, the Planning Commission provided a positive recommendation to the City Council to approve the approved plan. The recommendation was carried by a vote of 4-2 (2 abstentions).

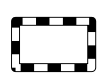
LAUREL LAKES (FLATIRON FARMS LLC) REZONING AND PRELIMINARY PLAT
900 BLOCK NORTH UNIROYAL ROAD
R-2 TO PUD, C-1, 2





The applicant is requesting rezoning 160.2 acres from R-2 to PUD. About 94 acres of the rezoning property was rezoned in 2020 to R-2. (The remaining 66 acres was already zoned R-2.) Plans have changed and a PUD zone is requested. The Laurel Lakes plat shows 376 lots for single family homes.





Subject Property

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

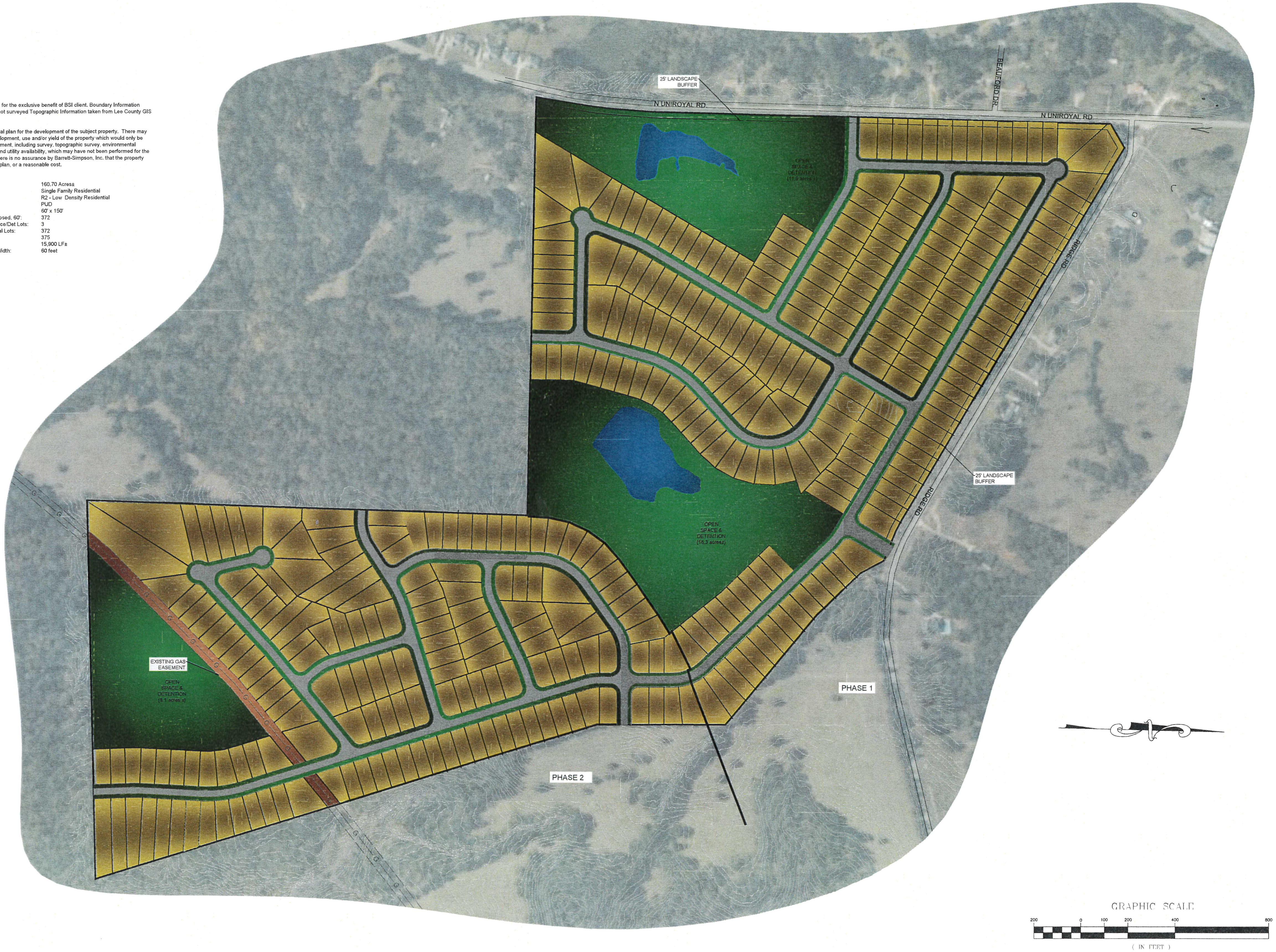
NOTES:

1. This Conceptual Plan was prepared for the exclusive benefit of BSI client. Boundary Information taken from Lee County Tax Maps, not surveyed Topographic Information taken from Lee County GIS Data.

2. This drawing represents a conceptual plan for the development of the subject property. There may be factors that could affect the development, use and/or yield of the property which would only be disclosed by a thorough site assessment, including survey, topographic survey, environmental assessment, wetlands delineation and utility availability, which may have not been performed for the purpose of this conceptual plan. There is no assurance by Barrett-Simpson, Inc. that the property can be developed according to this plan, or a reasonable cost.

3. Development Data:

-Total Property Area:	160.70 Acres±
-Proposed Use:	Single Family Residential
-Current Zoning:	R2 - Low Density Residential
-Required Zoning:	PUD
-Typical Lot Size:	60' x 150'
-Total Number of Lots Proposed, 60':	372
-Total Number of Open Space/Det Lots:	3
-Total Number of Residential Lots:	372
-Total Number of Lots:	375
-Total Length of Streets:	15,900 LF±
-New Street Right of Way Width:	60 feet



BARRETT-SIMPSON, INC.
Civil Engineers & Land Surveyors
706 12th ST, PHENIX CITY, AL 36868 (PH : 334-297-2423)
223 S. 9th ST, OPELIKA, AL 36801 (PH : 334-745-7026)
121 W. BROAD ST, EUFAULA, AL 36072 (PH : 334-687-4257)

STONE MARTIN BUILDERS

LAUREL LAKES

MASTER PLAN

DRAWN BY: K.WELCH
DESIGNED BY: BSI
REVIEWED BY: BSI
APPROVED BY: BSI

DATE 12 OCTOBER 2021

PROJECT NUMBER 21-0146

SHEET NUMBER

RESOLUTION NO. _________

A RESOLUTION APPROVING A ONE-YEAR RENEWAL OF EXISTING CONTRACT WITH SOUTH DADE AIR CONDITIONING AND REFRIGERATION FOR CITY-WIDE ADA IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution No. 110-20, the City of Opelika, Alabama (the "City") and South Dade Air Conditioning and Refrigeration., Inc., (the "Contractor") entered into a contract dated July 7, 2020, for the 2020 City-Wide ADA Improvements Project (the "Contract"); and

WHEREAS, pursuant to the Contract, compensation payable to the Contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the Contract provides that it terminates on July 6, 2021, but automatically renews for two (2) successive additional terms of one (1) year each unless cancelled by either party at the expiration of such initial or renewal term; and

WHEREAS, pursuant to Resolution No. 028-21, the City of Opelika authorized an amendment of the existing contract with SDAC, providing for an additional one year extension of the Contract from February 2021 to February 2022; and

WHEREAS, the current Contract is due to expire on February 28, 2022; and

WHEREAS, the City has budgeted funds for the annual resurfacing and roadway improvement program, which includes milling of existing asphalt and asphalt paving, miscellaneous concrete and roadway work and striping; and

WHEREAS, the City wishes to extend the Contract for an additional one-year term from March 1, 2022, to February 28, 2023, (the "Renewal"); and

WHEREAS, the City Council believes it is feasible, necessary and in the public interest for the Council to approve the Renewal.

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

1. That the City Council hereby approves the renewal of the Contract with South Dade Air Conditioning and Refrigeration, Inc., for the City-Wide ADA Improvements Project for an additional one-year term from March 1, 2022 to February 28, 2023.

2. That the Mayor be, and he is hereby authorized and directed to execute all documents and to take all such actions as he may deem necessary and advisable in order to carry

out and perform the purposes of this Resolution, the Contract and the Renewal, or to carry out the matters authorized herein.

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

4. In order to meet the City's financial obligation under the extended Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to $1,000,000.

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

6. That the Mayor and City Engineer are hereby authorized to contract in advance for City-Wide ADA improvements during the period from December 8, 2021 to March 31, 2022 that will be chargeable to appropriated funds of the 2022-2023 contract renewal period.

7. That this Resolution shall take effect immediately 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

CONTRACT

THIS AGREEMENT made and entered into the _______ day of _______________, 2021 by and between **South Dade Air Conditioning and Refrigeration, Inc.** __(Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

City-Wide ADA Improvements Project

2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.

3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

   Approximately **One Million and 00/100** dollars ($ **1,000,000.00**), in accordance with the unit prices set forth in the Proposal.

4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.

5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.

6) It is mutually agreed between the parties hereto that time is the essence of this Contract,

and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the second party may retain the sum of **$240.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.

7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.

8) Term. The initial term of this Agreement is one year from March 1, 2022, up to and including February 28, 2023; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

9) Compensation. Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.

10) Retainage. "Retainage" is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.

I In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.

II In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama ____________	______________________________
__(Owner)	(Contractor)
By: ______________________	By: __________________________
______________________	______________________________
(Owner's Witness)	(Contractor's Witness)
OWNER'S SEAL	CONTRACTOR'S SEAL

RESOLUTION NO. ____________

RESOLUTION AUTHORIZING CONSTRUCTION AGREEMENT BY AND BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA FOR INDUSTRIAL ACCESS PROJECT TO BENEFIT PROJECT CROWN

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") and the State of Alabama (hereinafter the "State") desire to cooperate in a new roadway within the northeast Opelika Industrial Park off Northpark Drive to benefit Project Crown; and

WHEREAS, it is in the public interest for the City and the State of Alabama, acting by and through the Alabama Department of Transportation ("ALDOT"), to cooperate in a new roadway for industrial access on Northpark Drive; and

WHEREAS, the estimated cost of the Project is $1,115,200.00 to be paid from the Corporation Industrial Access Funds; and

WHEREAS, any cost overruns of construction costs will be borne by the City; and

WHEREAS, a proposed Construction Agreement by and between the City and the State acting by and through ALDOT has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement to be entered into by and between the City and the State, a copy of which is attached hereto and incorporated herein by reference 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 execution and

delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City. The City Clerk is authorized and directed to attest said Agreement and to affix the seal of the City thereto.

3. That the City acknowledges its responsibility for any project cost overrun in excess of $1,115,200. The City Council hereby authorizes that the payment of any project cost overrun come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

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

5. 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

CONSTRUCTION
AGREEMENT
FOR A
INDUSTRIAL ACCESS
PROJECT

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

Project Crown

Project No. IAR-041-000-019
CPMS Ref# 100074434

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the new roadway within the northeast Opelika Industrial Park off Northpark Dr. to benefit Project Crown; Length - .25 miles; Project# IAR-041-000-019; CPMS Ref# 100074434.

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

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from City funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

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

FUNDING SOURCE	ESTIMATED COSTS
Corporation Industrial Access Funds	$ 1,115,200.00
City Funds	$ 0

TOTAL (Incl CE&I)	$ 1,115,200.00

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

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

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

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

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

PART THREE (3): PROJECT SERVICES

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

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

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

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

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

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

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

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

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

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

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

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

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

PART FOUR (4): CONTRACT PROVISIONS

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

B. Associated Construction cost will be an eligible cost as part of this Agreement.

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

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

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

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

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

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

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

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

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

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

PART FIVE (5): ACCOUNTING PROVISIONS

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

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

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

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

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

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

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

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

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

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

PART SIX (6): MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

ATTEST:

City of Opelika, Alabama

By: ________________________________ By: ____________________________________

City Clerk (Signature) As Mayor (Signature)

________________________________ _______________________________

Type Name of Clerk Type Name of Mayor

(AFFIX SEAL)

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

By: ______________________________

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

_______________________________ ___________________________________

Steven C. Graben, P.E. **Bradley B. Lindsey, P.E.**

Southeast Region Engineer **State Local Transportation Engineer**

____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

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

____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER________________________

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

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

New roadway within the northeast Opelika Industrial Park off Northpark Dr. to benefit Project Crown; Length - .25 miles; Project# IAR-041-000-019; CPMS Ref# 100074434.

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

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

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

ATTESTED:

_________________________________ _________________________________

City Clerk Mayor

_______day of ______________________, 20_______, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_________day of ____________________, 20_______ .

____

City Clerk

(AFFIX SEAL)

EXHIBIT E

TERMINATION OR ABANDONMENT

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

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

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

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

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

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

Page 2

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

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

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

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

CITYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED FOR APPROVAL: ______________________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________________
CHIEF ENGINEER

APPROVAL: ______________________________ NOVEMBER 1, 2017
TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017