OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
August 18, 2015
TIME: 7:00 PM

1. CALL TO ORDER

2. ROLL CALL
    1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. INVOCATION
    1. Mr. Sunil Macwan gave the invocation.

4. PLEDGE OF ALLEGIANCE
    1. Zayne Lackey and Chip Odem of Cub Scout Pack 858 lead the pledge.

5. READING OF MINUTES
    1. Approval of Minutes for the 8-04-15 Council Meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. Recognize the Huntingdon College graduates.
    2. Recognize 20<40 class member - Angela George.
    3. Recognize Doug Underwood - Summer Swing 5K Race.
    4. July 2015 Building Reports

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS

12. AWARDING OF BIDS
    1. Re-Roofing of the P&R Denson Facility.

13. RESOLUTIONS
    1. Expense Reports for 8/18 CM.
    2. Special Use Permit for Cell Tower, to Southern Linc for 3995 Gateway Dr.
    3. Professional OPD Services Contract 2015 with City of Auburn.
    4. Repair and Sales of Goods with RMI Railworks-Parks & Rec.
    5. Agreement with Optum Healthcare Solutions, Inc.-Parks and Rec.

6. Amendment to Official Payments Services Agreement for Credit Card Processing Services
7. Amend Tax Abatement Agreement with Hanwha L&C Alabama, LLC.
8. Amend Tax Abatement Resolution for Spartan Partners, LLC
9. Approval of CDBG Action Plan PY2015
10. Digital Mapping Fees and Charges - IT Dept.
11. ALDOT Agreement for Shared Use Path to Downtown
12. Agreement with ALDOT for a Signal at Lake Condy and Lafayette Parkway
13. ALDOT Agreement, for a Traffic Signal at Gateway Drive & Hamilton Place St.
14. New Position of Stormwater Management Coordinator for the Engineering Department

14. ORDINANCES

15. APPOINTMENTS
    1. Appoint Julia Stutts to the Medical Clinic Board. New term expires 3-02-19.
    2. Appoint Mike Mann to the Medical Clinic Board. New term expires 3-02-21.

16. ADJOURN

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 08/18/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1277

CM MINUTES (ID # 1277)

Approval of Minutes for the 8-04-15 Council Meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
August 4, 2015
TIME: 7:00 PM

1. Call to Order
2. Roll Call
   1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. Invocation
   1. Presented by Issac Nunn.
4. Pledge of Allegiance
   1. Presented by Cub Scout Pack 858, Chip Odem and Kyle Epperson.
5. Reading of Minutes
   1. CM Minutes for 7-21-15.

   The minutes of 7-21-15 were approved as prepared.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

6. Unfinished Business
7. Remarks By the Mayor
   1. June 2015 Financial Report

   Mayor Fuller presented the City June financial report and reminded the council to call him or Mitch Price should they have any questions.
   2. Recognize the P&R USA Gymnastics Junior Olympic National Chamionship athletes.

   Mayor Fuller recognized and presented a certificate to the P&R members that competed in the USA Gymnastics Junior Olympic National Championship.
   3. Introduction of the new 20 Under 40 class members.

   Mayor Fuller introduced and recognized the members of the new 20 Under 40 class.
   4. Recognize the OPD Officer of the Quarter - Alex Miranda.

   Mayor Fuller recognized Alex Miranda as the police officer of the quarter and presented him with an award.
   5. Present a performance award to Brady Pollock - Engineering.

   Mayor Fuller recognized Brady Pollack for his outstanding job performance in managing the Oak Bowery bridge project and presented him with an award.
   6. Present an Exemplary Act award to Corey Burke - OPS.

   Mayor Fuller recognized Corey Burke with OPS for providing special customer service to a citizen that had lost power to her home.
8. Citizen Communications

(Limit comments to five minutes or less)

No one came forward to speak.

9. Report of Disbursements
10. Committee Reports
11. General Business

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1. Request by Main Street, Temporary Street Closure on 8/28.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

2. Temporary Street Closure, 2015 Christmas Parade.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

3. Request for March Thru Opelika on 8-06-15

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

4. Request by Mandh LLC Dba BurgerFi for a Beer & Wine on Premise License

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

5. Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing Weed Abatement Assessment - 105 Vaughan Avenue

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing Weed Abatement Assessment - 205 N 25Th St.

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing Weed Abatement Assessment - 1800 Northgate Drive

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing Weed Abatement Assessment - 1209 Magnolia St.

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing Weed Abatement Assessment - 204 Camellia Avenue

Bob Shuman presented this public hearing for a weed assessment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

11. Public Hearing - Vacate Portion of Alley Between Clearmont Street & Rocky Brook Road

Bob Shuman presented this pubic hearing to vacate a portion of the alley between Clearmont Circle and Rocky Brook Road. President Smith opened the public hearing asking if there was anyone present that would like speak for or against said vacating. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

None.

13. Resolutions

1. Resolution 183-15 Expense Reports from Various Depts.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Gray, Council Member
SECONDER:	David Canon, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

2. Resolution 184-15 Designate City Personal Property Surplus and Authorize Disposal

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

3. Resolution 185-15 Five Hundred (500) Green Carts with Yellow Lids - SW

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Larry Gray, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

4. Resolution 186-15 One (1) 2015 Chevrolet 2500HD Silverado 2WD - OPS

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

5. Resolution 187-15 Weed Abatement Assessment - 1109 Magnolia St.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Gray, Council Member
SECONDER:	David Canon, Council Member
AYES:	Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT:	Patricia Jones

6. Resolution 188-15 Weed Abatement Assessment - 105 Vaughan Avenue

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

7. Resolution 189-15 Weed Abatement Assessment - 205 N 25Th St.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

8. Resolution 190-15 Weed Abatement Assessment - 1800 Northgate Drive

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

9. Resolution 191-15 Weed Abatement Assessment - 1209 Magnolia St.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

10. Resolution 192-15 Weed Abatement Assessment - 204 Camellia Avenue

RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

11. Resolution 193-15 Refund Overpayment of Occupational License Fee.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

12. Resolution 194-15 Vacate a Portion of Alley Between Clearmont Street & Rocky Brook Rd.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

13. Resolution 195-15 Five (5) Adeca Grant Applications

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

14. Resolution 196-15 Special Appropriation, OCS - Alternative Learning Center

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

15. Resolution 197-15 Special Appropriation, P&R Health Fair.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

16. Resolution 198-15 Special Appropriation, City Float for the 2015 Christmas Parade

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

17. Resolution 199-15 Industrial Access Agreement for Jeter and Fox Run Signal

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

18. Resolution 200-15 Resolution Authorizing the Mayor to Approve Change Orders to NISC Software and Service Agreement; Authorizing the Issuance of Purchase Orders and Increasing Project Budget

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

19. Resolution 201-15 Resolution Approving and Authorizing the Execution of Contract Documents with Tv2 Consulting, LLC

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

20. Resolution 202-15 Authorization for New Position - Distribution Engineering Rep - OPS

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

14. Ordinances

1. Ordinance 118-15-ORD Lease Agreement with East. Ala. Highway Safety Office

Said ordinance was introduced by Mr. Smith T. Then Mr. Canon moved to suspend the rules and approve said ordinance. Mr. Gray provided a second to said motion. The following vote was recorded:

Aye: Gray, Smith T, Canon, Smith.
Nay: None.

RESULT: **FIRST READING AND APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

15. Appointments

1. Appoint Joey Motley to the Board of Appeals - Public Works. Term ends 11-07-16.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

2. Appoint Kyle Pinckard to the Historic Preservation Commission. Term ends 8-19-18

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

3. Re-appoint John Marsh to the Historic Preservation Commission. Term ends 8-19-18.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

4. Re-appoint Debbie Purves to the Historic Preservation Commission. Term ends 8-19-18.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones

16. Adjourn

These City Council meeting minutes of 8-04-15 are hereby adopted and approved this the _____ day of ________________________, 2015.

____

President of the City Council

City of Opelika, Alabama

ATTEST:

____

City Clerk - Treasurer

At approximately 7:45pm Mr. Smith T made the motion to adjourn with a second provided by Mr. Gray. The following vote was recorded:

Aye: Gray, Smith T, Canon, Smith

Nay: None.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/18/15 07:00 PM
Department: Planning
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Charles Mosley
Sponsors:
DOC ID: 1306

MAYOR'S REMARKS (ID # 1306)

July 2015 Building Reports

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Monthly Permits For July, 2015

Work & Repair On Buildings:

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

Monthly Totals For July 2006-2015

2006	$49,877,307.00
2007	5,500,201.00
2008	$5,358,602.00
2009	$9,826,422.00
2010	$30,161,881.00
2011	$5,095,676.00
2012	$1,899,565.00
2013	$4,398,986.00
2014	$79,409,560.00
2015	$7,013,066.00

INSPECTION REQUEST TOTAL 502

Total Permits Issued:

1	New Buildings: Commercial	$1,703,000.00
10	Commercial Renovations And Repairs	$1,198,665.00
4	Signs	$8,665.00
9	New Single Family Homes	$2,111,984.00
20	Residential Repairs And Renovations	$91,183.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
44	Total Building Permits Issued	$5,113,497.00

36	Electrical Permits	$1,000,475.00
23	Plumbing Permits	$355,125.00
35	HVAC Permits	$543,969.00

138	Total Permits Issued For July, 2015	**$7,013,066.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

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

Year To Date Report - 2015

Building Repairs	Commercial	Residential
Buildings Condemned	0	3
Buildings Demolished	1	16
Building Repairs	42	51
Plumbing Upgrades	20	46
Electrical Upgrades	38	88
Mechanical Upgrades	34	29
Reroofs And Roof Repairs	15	33
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	72

Yearly Totals For Oct. 1st - Sept. 30th	
2006	$156,630,888.00
2007	$129,263,598.00
2008	$127,407,288.00
2009	$67,359,271.00
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$173,668,238.00

INSPECTION REQUEST TOTAL	3,726

25	New Buildings: Commercial	$101,332,413.00
68	Commercial Renovations And Repairs	$8,534,019.00
33	Signs	$227,635.00
125	New Single Family Homes	$29,546,042.00
188	Residential Repairs And Renovations	$2,311,129.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
439	Total Building Permits Issued	$141,951,238.00

289	Electrical Permits	$9,605,188.00
223	Plumbing Permits	$10,741,140.00
200	HVAC Permits	$11,370,672.00

1,151	Total Issued for FY 2015	$173,668,238.00

Jeff Kappelman
JEFF KAPPELMAN
Chief Building Inspector

CITY OF OPELIKA - PLANNING DEPARTMENT
BUILDING INSPECTION DIVISION
JULY, 2015 - MONTHLY BUILDING PERMIT DETAIL REPORT

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
07/01/15	Gary Manley	1111	Beauford Avenue	Gary Manley	Residential Accessory Building	$2,200.00
07/02/15	Action Builders	1300	Catherine Drive	Diann Bird	Residential Accessory Building	$2,195.00
07/06/15	Riverchase Homes, LLC	304	Autumn Way	Jeff Evans	Residential New Single Family	$279,500.00
07/06/15	Darcy Gibbs	3980	Waverly Way	Darcy Gibbs	Residential Accessory Building	$6,000.00
07/07/15	Jarrett Construction Co.	2000	Pepperell Parkway	EAMC	Commercial Interior Door Replace	$16,000.00
07/07/15	Triple T Construction	215	N 6TH Street	Lisa Martin	Residential Roof Replacement	$3,100.00
07/07/15	MidSouth Siding	2103	Northhills Drive	Doug Steed	Residential Siding Replacement	$5,600.00
07/07/15	Window World	707	Herdon Street	Monique & Marcus Fuller	Residential Window Replacement	$2,686.00
07/08/15	Superior Roofing Co.	616	Terracewood Drive	360 Realty Co.	Residential Roof Replacement	$6,400.00
07/09/15	Conner Brother's Construction	3600	Double Eagle Lane	Retirement System of AL	Residential New Single Family	$165,955.00
07/09/15	Conner Brother's Construction	3513	Double Eagle Lane	Retirement System of AL	Residential New Single Family	$179,636.00
07/10/15	Charmel Construction	501	Hildreth Avenue	Arthur Bullard	Residentila Addition	$5,000.00
07/13/15	Beverly Christian Jordan	508	Dunlop Drive	Marcus Jordan	Residential Accessory Building	$2,530.00
07/14/15	Jeffery Gunn	206	Morris Avenue	Jeffery Gunn	Residential New Accessory Building	$2,800.00
07/15/15	THD @ Homes Services	610	5TH Avenue	William Sloan	Residential Window Replacement	$5,616.00
07/15/15	America's Homes Place	605	MLK Blvd	Wilbert Payne	Residential New Single Family	$210,728.00
07/15/15	GMW Properties	2300	Enterprise Drive	GMW Properties	Commercial Signage	$1,000.00
07/15/15	Griner Construction	3204	Gabby Drive	Dallas Dorsey	Residential New Addition	$6,000.00
07/20/15	Edgar Hughston Builder	1713	Creekside Drive	Edgar Hughston Builder	Residential New Single Family	$199,959.00
07/20/15	Edgar Hughston Builder	1811	Archer Way	Edgar Hughston Builder	Residential New Single Family	$261,389.00
07/21/15	The Infinity Group, LLC.	3718	Pepperell Parkway	Sports Academy	Commercial Tenant Build Out	$450,000.00
07/21/15	Advance Sign & Lighting	3075	Interstate Drive	Chipotle	Commercial Signage	$3,075.00
07/22/15	Superior Roofing Co.	2904	3rd Avenue	Nadine Hilyer	Residential Roof Replacement	$7,925.00
07/22/15	Valerie Townes	2309	Heritage Drive	Valerie Townes	Residential New Accessory Building	$2,000.00
07/22/15	Sam Pridgen	1703	Westend Court	Sam Pridgen	Commercial Partisan Wall	$3,300.00
07/22/15	Builders Professional Group	3028	McKinley Drive	Builders Professional Group	Residential New Single Family	$399,784.00
07/22/15	Anchor Sign	3722	Pepperell Parkway	PPG Paints	Commercial Signage	$2,490.00
07/23/15	Conner Brother's Construction	3509	Double Eagle Lane	Retirement System of AL	Residential New Single Family	$190,033.00
07/27/15	Donald Allen Development	2109	Interstate Drive	Alumni Hall	Commercial Tenant Build Out	$123,800.00
07/27/15	Donald Allen Development	2025	Interstate Drive	A. T. & T.	Commercial Tenant Build Out	$80,600.00
07/27/15	Donald Allen Development	2055	Interstate Drive	Mattress Firm	Commercial Tenant Build Out	$132,880.00
07/27/15	Donald Allen Development	2065	Interstate Drive	Sleep Number	Commercial Tenant Build Out	$127,395.00
07/27/15	Donald Allen Development	2145	Interstate Drive	Burger Fi	Commercial Tenant Build Out	$258,000.00
07/27/15	Wilbert Payne	605	Martin Luther King	Wilbert Payne	Residential New Garage	$3,000.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
07/27/15	Effective Signs	2115	Interstate Drive	Sports Clips	Commercial Signage	$2,100.00
07/28/15	SEAMA	800	Lake Condy Road	James Stringfellow	Residential Roof Replacment	$1,500.00
07/28/15	Wayne Gentry Builders	4703	Pebbleshore Drive	Maggie Olsen	Residential New Single Family	$225,000.00
07/29/15	Superior Roofing Co	400	2nd Avenue	Martin Law Office	Commercial Roof Replacement	$2,690.00
07/29/15	Charles Cooper	2805	West Point Parkway	Charles Cooper	Residential New Accessory Building	$4,000.00
07/29/15	Carlton Clifton	707	Geneva Street	Carlton Clifton	Commercial Exterior Repair	$4,000.00
07/30/15	Superior Roofing Co	406	Highland Avenue	Ms. Swatts	Residential Roof Replacment	$6,361.00
07/30/15	Superior Roofing Co	403	Terracewood Drive	Mr. Oram	Residential Roof Replacment	$6,270.00
07/31/15	Hudmon Construction Co.	2971	Corporate Drive	OFS Oral & Facial Surgery	Commercial New Building	$1,703,000.00
07/31/15	Hunter Construction	1013	3RD Avenue	Zach & Kate Thornton	Residential Porch Addition	$10,000.00

Total **$5,113,497.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman

JEFF KAPPELMAN
Chief Building Inspector

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 203-15

Meeting: 08/18/15 07:00 PM
Department: City Clerk
Category: Bid
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1307

Re-Roofing of the P&R Denson Facility.

RESOLUTION NO. _____________

WHEREAS, the Purchasing Department solicited sealed bids for a Contract for Re-Roofing the Denson Drive Recreation Center for the Parks and Recreation Department of the City of Opelika; and

WHEREAS, Liberty Construction Co., LLC was the lowest bidder, but did not meet specifications; and

WHEREAS, Pierce Roofing, Inc. submitted the next lowest bid meeting the specifications; and

WHEREAS, the funds will come from Building Repairs and Maintenance

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

1. That the bid be awarded to Pierce Roofing, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Pierce Roofing, Inc. in the amount of $159,558.00.

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

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

APPROVED AND ADOPTED this the _____day of ______________________2015.

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

ATTEST:

____

Robert G. Shuman
City Clerk - Treasurer

RE-ROOFING THE DENSON DRIVE RECREATION CENTER

BID NO. B15-025

CITY OF OPELIKA

BID TABULATION FORM

August 17, 2015

COMPANY NAME	BASE BID	UNIT PRICE #1 (Deteriorated Wood Blocking Replacement)	UNIT PRICE #2 (Deteriorated Wood Decking Replacement)	UNIT PRICE #3 (Deteriorated Tectum Decking Replacement)
Liberty Construction Co.	$156,060.00	$8.80 bd. ft.	N/A	$27.50 sq. ft.
Pierce Roofing Co.	$159,558.00	$3.50 bd. ft.	$5.00 sq. ft.	$20.00 sq. ft.
Alabama Roofing & Sheet Metal Co.	$172,600.00	$3.50 bd. ft.	$6.00 sq. ft.	$8.50 sq. ft.
Interstate Roofing, Inc.	$186,300.00	$4.00 bd. ft.	$2.00 sq. ft.	$5.00 sq. ft.
Mid-America Roofing, Inc.	$189,635.00	$2.85 bd. ft.	$3.10 sq. ft.	$7.50 sq. ft.
GKL Companies	$192,000.00	$3.50 bd. ft.	$4.00 sq. ft.	$9.00 sq. ft.

RESOLUTION NO. 204-15

Expense Reports for 8/18 CM.

RESOLUTION NO. _________

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

) That the following employees were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	$ Amount
Morgan Holladay	P&R	136.80

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.

5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the _____ day of _______________, 2015.

____

C. E. “Eddie’ Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

JPO 29153

EXPENSE REP

NAME
Morgan Holladay

DEPARTMENT
Department Parks & Recreation

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
7/31/2015	Birmingham, AL	136.80										136.8
												0.0
												0.0
												0.0
												0.0
												0.0
												0.0
WEEKLY CATEGORY TOTALS $		136.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.8

WEEKLY TOTAL EXPENSES

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

Agree To P.O.
Exts Verified
Footing Verified
Inv. Price Bid Price
Ok To Pay
A/C # Verified

NUMBER OF DAYS AWAY FROM HOME
2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
Tennis Tournament

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Morgan Holladay
Morgan Holladay
Sam Bailey
Signature

Approved By
Sam Bailey

Attachment: CM 8-18-15, expense reports (204-15 : Expense Reports for 8/18 CM.)

RESOLUTION NO. 205-15

Special Use Permit for Cell Tower, to Southern Linc for 3995 Gateway Dr.

RESOLUTION NO. _______

WHEREAS, Southern LINC has requested to modify an existing wireless telecommunication facility located at 3995 Gateway Drive, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Southern LINC has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Southern LINC customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for modification of this facility located at 3995 Gateway Drive, which consist of a 235' self-support tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Southern LINC is hereby granted a Special Use Permit to modify the wireless telecommunications facility at 3995 Gateway Drive. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred twenty (120) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Southern LINC may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.

2. Southern LINC must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once Southern LINC has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Southern LINC must notify the City's consultant for all inspections.
4. At the completion of construction, Southern LINC must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. Prior to issuance of Certificate of Occupancy, Southern LINC shall provide an remediation report for the missing climbing peg located at 180'. This item was noted as deficient in the submitted ANSI-TIA Report completed by Excell Communications, Inc. dated June 26, 2015.
6. Prior to issuance of Certificate of Occupancy, Southern LINC or the tower owner must remove or control the vegetation growing inside the facility's compound. This item will be verified at final inspection.
7. Southern LINC shall not be permitted to actually provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
8. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this ______ day of ___________________, 2015.

____

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 206-15

Professional OPD Services Contract 2015 with City of Auburn.

RESOLUTION NO. ________________

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

1) That historically the Opelika Police Department provides officers to Auburn University and the City of Auburn to work special events on the campus.

2) That the proposed PROFESSIONAL SERVICES CONTRACT to be entered into between the City of Auburn / Auburn University and the City of Opelika is hereby approved, authorized, ratified and confirmed.

3) That the Mayor is hereby authorized and directed to execute and deliver said contract for and in the name of the City of Opelika.

APPROVED and ADOPTED this the _______________day of ___________________, 2015.

____

C. E. ?Eddie? Smith, Jr.

President of the City Council

Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

City of Auburn
Professional Services Contract

The City of Auburn, Alabama (City), 161 North Ross Street, Auburn, Alabama and, City of Opelika/Opelika Police Department, the Contractor, hereby agree that:

1. The Contractor, acting in support of the City Public Safety Department/Police Division shall provide support law enforcement services to include, but not limited to crowd control and traffic direction at Auburn University major sporting events and/or special events.
2. The rendering of services will provide support of the City Public Safety Department/Police Division under the direction supervision of the City Police Chief or his/her designee.
3. The Contractor will provide the above services during the time period from August 1, 2015 through July 31, 2016 .
4. The Contractor will provide the above services as determined by the City Chief of Police.
5. The Contractor will be compensated by the City of Auburn for the above services at the following rates: Stadium: $35.00/hr.; Traffic: $35.00/hr.; Supervisor: $38.00/hr.
6. The Contractor will receive compensation for services provided within ten working days of the receipt of an approved invoice.
7. The Contractor ***will not*** be compensated for travel expenses.
8. The Contractor agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Contractor represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned contractor:

____________________	Mayor Gary Fuller
Signature	Name
City of Opelika	204 7th Street South
Agency Name	Address
____________________	Opelika, AL 36801
Tax I. D. Number	City, State, Zip Code

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ________ day of, ____________________ , 2015.

ATTEST:

____________________ ____________________

Mayor City Manager

RESOLUTION NO. 207-15

Repair and Sales of Goods with RMI Railworks-Parks & Rec.

RESOLUTION NO. _____________

RESOLUTION APPROVING AGREEMENT FOR REPAIR AND SALES OF GOODS WITH RMI RAILWORKS

WHEREAS, the Rocky Brook Rocket, a G-16 miniature train, has operated at Opelika Municipal Park since 1955; and

WHEREAS, major renovations and repairs are needed to keep said train operational; and

WHEREAS, the City of Opelika, Alabama (hereinafter the "City'), heretofore launched a capital campaign to raise funds for the restoration of the Rocky Brook Rocket; and

WHEREAS, the Rocky Brook Rocket project includes the complete restoration of the train; and

WHEREAS, the City has secured sufficient private pledges and donations to completely repair and renovate the Rocky Brook Rocket without the expenditure of public funds; and

WHEREAS, RMI Railworks (hereinafter "RMI"), a division of Dial Security, is the largest producer of miniature train equipment in the United States; and

WHEREAS, RMI has the expertise to completely renovate and repair the Rocky Brook Rocket and is willing to provide such services to the City; and

WHEREAS, a proposed Agreement for Repair and Sales of Goods was prepared and submitted to the City Council for approval and the City 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 attached AGREEMENT FOR REPAIR AND SALES OF GOODS (the "Agreement") between the City and RMI, a copy of which is attached hereto and marked Exhibit "A", 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.

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

3. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to RMI for the restoration of the Rocky Brook Rocket.

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 the Controller is hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated

by this Resolution.

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

ADOPTED AND APPROVED this the ______ day of _______________________, 2015.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

RMI RAILWORKS

Light Industrial Rail Products

174 Lambert Street.
Oxnard, CA 93036
Phone: 805-389-9065
Fax: 805-4854157
www.rmirailworks.com

Matthew Battles
Municipal Area Supervisor,
City of Opelika Parks
204 South 7th Street
Opelika, AL 36801
(334)705-5547

AGREEMENT FOR REPAIR AND OR SALES OF GOODS

This repair and or sales agreement is made on _____________________, between RMI Railworks, a division of Dial Security, a corporation and existing under the laws of the State of California, with its principal office located at 760 West Ventura Ave, Camarillo, Ventura County, California ("seller"), and City of Opelika, Alabama, a municipal corporation, existing under the laws of the State of Alabama, with its principal office located at 204 South 7th Street, Opelika, AL 36801 ("buyer").

SECTION ONE.REPAIR; DESCRIPTION

Seller agrees to remanufacture, repair railroad equipment specified where within, described as a vintage G-16 park railroad train set:

Engine Car – shipping weight 2265lbs, length – 10', width – 31 1/2", height – 36"
New power system, new drive system, new wiring, new pluming, new paint, rebuilt trucks & couplers, and all body work as needed. Per photos provided.

Center Coach Car – shipping weight 1570lbs, length – 15'8", width – 31 1/2", height – 33"
New wiring, new pluming, new paint, rebuilt trucks & couplers, and all body work as needed. Per photos provided.

2nd Coach Car – shipping weight 1570lbs, length – 15'8", width – 31 1/2", height – 33"
New wiring, new pluming, new paint, rebuilt trucks & couplers, and all body work as needed. Per photos provided.

Observation Car – shipping weight 1645lbs, length – 17'5", width – 32 ½", height – 33"
New wiring, new pluming, new paint, rebuilt trucks & couplers, and all body work as needed. Per photos provided.

(The "goods").

SECTION TWO. PAYMENT

Buyer agrees to pay a fixed cost of $70,000 for the restoration, and repair of the equipment defined above. The contract price includes all parts, components, equipment and services specified above. The Buyer agrees to pay to Seller 50% of the contract price within 14 days after execution of this agreement. The balance of the contract price shall be due after seller notifies Buyer of the completion of all work in compliance with this agreement. If Seller discovers the Buyer's goods are not in the condition as represented, such unanticipated conditions adversely affecting the work shall result in an equitable adjustment to the contract price. There shall be no increase in the contract price without a written change order. The Change order must describe the scope of any extra work or change. Seller shall make necessary arrangements for the delivery of goods to buyer within 15 days after final payment. The payment of all transportation cost to seller's location and back to Buyer's location shall be the sole responsibility and obligation of the Buyer.

Site inspection visit per day, $2,500.00, plus travel expenses. Report will be issued following the inspection visit. Deposit for inspection visit is $3,500.00, balance or refund to account for at time of report.

SECTION THREE. DELIVERY SCHEDULE AND FINAL INSPECTION

Seller shall commence to manufacture and or repair within two weeks following receipt of buyer's goods and initial deposit. Subject to the provisions of Section Five, Seller will complete remanufacturing and or repairs within 6 months, 180 days, barring unforeseen availabilities of replacement parts, as this equipment in out of production. Seller will provide monthly updates with photos of work performed as available and make the goods available for inspection at seller's plant any time buyer wishes to visit, solely at buyer's expense. If buyer's inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary, including cost of work and parts. Buyer shall then have an opportunity to make a final pre-shipment inspection. It is strongly recommended Buyer make a complete inspection of all equipment at Seller's location prior to being returned to Buyer. It is the sole responsibility of the Buyer to immediately notify Seller of any defects. All systems are required to be tested and approved by Buyer. Failure to inspect at Seller's location prior to return of equipment, Buyer agrees to accept all equipment as completed without defects. Seller shall within fifteen (15) days of final inspection, either by personal visit or by photographic determination, cause the goods to be appropriately packaged and shipped to City of Opelika Parks and Recreation Department, 1102 Denson Drive, Opelika, AL 36801, or to such other destination specified by buyer. Buyer has the right to remove said equipment at any time after payment of all outstanding invoices. In additional, Buyer shall pay all expenses of packaging and preparations for shipment, and shall pay all costs of shipment, including insurance on both seller's and buyer's respective interests.

SECTION FOUR. SELLERS OBLIGATION

Seller's obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation, and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. Seller shall be excused from performance and shall not be in default in respect to any obligation hereunder to the extent that failure to perform such obligation is due to any of the above events. As soon as possible following the occurrence or date of the commencement of any such event of force majeure, Seller shall notify buyer of the nature and expected duration of such event and thereafter keep the Buyer informed until such time as it is able to perform its obligations. The Seller shall ensure resumption of normal performance of this agreement as soon as reasonably practicable and shall perform its obligations to the maximum extent practicable. Seller shall procure and maintain at its sole expense, property casualty insurance, in an amount not less than the replacement value, covering the Buy's goods described above while such goods are in the Seller's possession and under its control.

SECTION FIVE. WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be covered under RMI Railworks standard warranty as follows: RMI Railworks warrants to the purchaser that new products will be free from defects in material and workmanship and to meet the specifications outlined in Seller's proposal. All parts and labor are covered for a period of 1 year. This warranty does not apply to any original parts which have been inspected and determined suitable for service, repairs or alterations by others not authorized by RMI Railworks. Further the warranty does not cover any parts subject to or damaged to misuse, negligence, accident, improper installation at Buyer's location or lack of maintenance by Buyer or it's representatives. Responsibility under this warranty is limited to repairing or replacing the defective product in its factory. All items must be received by RMI Railworks within the warranty period. All warranty claims must have approval and authorization number from RMI Railworks prior to repair. RMI Railworks shall, at its option, repair or replace any product, which its examination discovers to have been defective in workmanship or material. Buyer understands that manufactured parts are no longer available and RMI Railworks is remanufacturing the products to the buyer's specifications or using existing parts supplied from Buyer's inventory.

Buyer hereby agrees to defend and indemnify RMI Railworks from and against any claim, demand, suit, injury, settlement, or liability of any kind arising out of or relating to the design, engineering, and/or specifications of the product(s) being manufactured and/or sold by RMI Railworks and operation by Buyer pursuant to this contract. Seller's Limitation of liability extends solely to the value of any defective part in question.

If any dispute or controversy arising out of or related to this Agreement or the parties' performance hereunder cannot be settled by the parties, the parties will resolve the controversy or dispute by submission to arbitration before a single arbitrator in either the County of Los Angeles or the County of Ventura, California. The arbitration will be administered by ADR Services, JAMS, or other alternate dispute resolution entity, selected by the party initiating the arbitration, pursuant to such entity's commercial arbitration rules. If the parties have not agreed upon an arbitrator within fifteen (15) business days after either party files a demand for arbitration with the Ventura County or Los Angeles County regional office of the alternate dispute resolution entity, an arbitrator shall be appointed in accordance with the then existing commercial arbitration rules of the dispute resolution entity. Discovery may be conducted either upon mutual consent of the parties, or by order of the arbitrator upon good cause being shown. The arbitrator will render his or her decision within thirty (30) days after the conclusion of the arbitration hearing. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The award of the arbitrator shall be final and binding upon the parties. The arbitrator will base his or her decision on the terms of this Agreement and applicable California law and judicial precedent. The arbitrator will render his or her decision in writing and include in such decision a statement of the findings of fact and conclusions of law upon which the decision is based. The arbitrator is not empowered to award punitive damages or damages in excess of actual damages, and the parties waive any right to recover any such damages. It is agreed both parties will pay their own attorney's fees and costs. Judgment to enforce the arbitrator's award, whether for legal or equitable relief, may be entered in Superior Court of California and the parties hereto expressly and irrevocably consent to the jurisdiction of such Court for such purpose. It is agreed that in all cases venue will be the County of Ventura, State of California. **TO THE EXTENT**

PERMITTED BY LAW, EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE WILL BE RESOLVED BY ARBITRATION AND THEREFORE EACH PARTY HERETO WAIVES THE RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

SECTION SIX. ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement in parts in their respective locations, all parts shall become a whole agreement.

______________________________[Buyer] ____________________________________[Seller]

RESOLUTION NO. 208-15

Agreement with Optum Healthcare Solutions, Inc.-Parks and Rec.

RESOLUTION NO. _____________

RESOLUTION APPROVING BEWELL SERVICE AGREEMENT WITH OPTUM HEALTHCARE SOLUTIONS, INC.

WHEREAS, Optum Healthcare Solutions, Inc., (“Optum”) provides AARP Medicare Supplemental Insurance coverage and personalized wellness resources, including memberships in fitness centers, to its customers and members; and

WHEREAS, Optum offers membership to the Opelika Sportsplex as well as any classes or programs that have been created and offered to the senior population, to Optum’s members and customers; and

WHEREAS, the City of Opelika, Alabama (the “City”) wishes to make the Opelika Sportsplex available to Optum’s customers and members; and

WHEREAS, Optum will pay to the City the Sportsplex dues for its members and customers; and

WHEREAS, Optum provides its customers and related members access to the Bewell Program and associated benefits; and

WHEREAS, a proposed Bewell Service Agreement (hereinafter the “Agreement”) to be entered into between the City and Optum has been prepared and submitted to the City Council for approval; and

WHEREAS, 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 Bewell Service Agreement (the "Agreement") to be entered into between the City and Optum Healthcare Solutions, Inc., a copy of which is attached hereto and marked as Exhibit "A", 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 said Agreement in the name and on behalf of the City.

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

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2015.

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

ATTEST:

CITY CLERK

BEWELL SERVICE AGREEMENT

This BeWell Service Agreement (this "Agreement") is entered into on [[ContStartDt]] (the "Effective Date"), by and between OptumHealth Care Solutions, Inc., including its affiliates ("Optum") and [[ContractorCoName]] ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum BeWell Network comprised of facilities that provide services to support the BeWell Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the BeWell Program (as further described in Appendix A); and

WHEREAS, Optum and Network wish to enter into this Agreement so that Optum customers and related Members may access the BeWell Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the BeWell Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the BeWell Program.

BeWell Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the BeWell Program.

Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that is enrolled in the BeWell Program and is a member of a Participating Network Facility.

Participating Network Facility: An Network facility including its branches contracted under this Agreement to provide services to Members under the BeWell Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to Network for each Member who meets or exceeds the established BeWell Program visit requirements as defined by Optum in Appendix A.

ARTICLE 2
TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue through **December 31, 2015** ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2Termination. This Agreement may be terminated by any of the following:

a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;

b) By either Party upon mutual written agreement; or

c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

a) Bankruptcy, insolvency or the dissolution of either Party;

b) Assignment of this Agreement by either Party without the permission of the other Party; or

c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3
OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the BeWell Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular Network services, during the hours of operation as advertised by the Participating Network Facility. In connection with participating in the BeWell Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the BeWell Program, unless the Member contacts Optum first, in which case that Member will be re-directed to Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the BeWell Program.

3.5 Account Management. Network will assign an account management team to support Optum with implementation of the BeWell Program.

ARTICLE 4
OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the BeWell Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the BeWell Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5
CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

ARTICLE 6
DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7
RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Network Facility; (b) any damages incurred by Optum that result from Network's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Network Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8
MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, Inc.
Attn: Contracts Administration
6300 Olson Memorial Highway, MN010-E151
Golden Valley, MN 55427

Notice to Network:
[[ContractorCoName]]
[[ContractorAddress]]
[[ContractorCity]], [[ContractorState]] [[ContractorZip]]

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, Inc.
6300 Olson Memorial Highway
Golden Valley, MN 55427

Signature: {{Sig_es_:signer2:signature}}

Print Name: {{Name2_es_:signer2:fullname }}

Title: {{*title_es_:signer2 }}

[[ContractorCoName]]
[[ContractorAddress]]
[[ContractorCity]], [[ContractorState]]
[[ContractorZip]]

Signature: {{Sig_es_:signer1:signature}}

Print Name: {{Name1_es_:signer1:fullname }}

Title: {{*title_es_:signer1 }}

Internal Control No.: [[ContractNumber]]

Appendix A

BeWell Program
Fees and Description of Services

I. **BeWell Program Description:** The Optum BeWell Program provides eligible Members with pre-determined monthly membership rates to Participating Network Facilities when they enroll in the BeWell Program. The Optum BeWell Program also reimburses Participating Network Facilities a pre-determined amount when Members meet the established program criteria as defined by Optum.

II. **Network Reimbursement Fees:** In connection with participating in the BeWell Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member did not meet minimum visit count (0-3 visits)	$0.00
Member visits Network during calendar month (4+ visits)	50% of the Participating Network Facility monthly membership rate that would normally be charged to Member

III. **Description of Services:**

1. Network Responsibilities.

   Network shall be responsible for:

   a) Participating Network Facility Membership Fees: In connection with participating in the BeWell Program, Participating Network Facilities will charge to a Member a monthly membership fee of 50% of the Participating Network Facility monthly membership retail rate (non-promotional rates) that would normally be charged to Member, when that Member signs up for, renews or otherwise continues a membership to a Participating Network Facility. In addition, any and all enrollment fees shall be waived for those Members who enroll in the BeWell Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. Network will need to enroll the eligible Member in the BeWell Program in order to be eligible for reimbursement.

   b) Network will reasonably cooperate with Optum to create BeWell Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.

   c) Maintaining a Web site that provides Participating Network Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including braches. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, Network or Optum’s designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the BeWell Program, regardless of how many times they visited Network each month (from zero visits to 12 or more visits per month). Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member’s monthly visit total to Network. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, Network has two calendar months to report a Member’s April visit count for purposes of calculating a possible Network Facility Reimbursement.

e) Upon receipt of BeWell Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum’s designated third party will direct the Network Facility Reimbursement into Network’s designated account via EFT. In the event that data processing errors are found, these errors can be corrected in the next month’s payment cycle.

f) Assisting to resolve questions, complaints or grievances related to a Member’s participation in the BeWell Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.

g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.

b) Making reasonable efforts to notify Optum’s Eligible Members of BeWell Program enrollment guidelines and processes.

c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.

d) Upon receipt of Member BeWell Program utilization information on a monthly basis from Network or Optum’s designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.

e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum’s designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

3. Additional BeWell Program Guidelines.

a) Details of BeWell Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.

b) The Network Facility Reimbursement period for Network is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the BeWell Program. A Member who signs up for the BeWell Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the BeWell Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

BeWell Program
Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1
Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	**Timeframe**
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network or Optum's designated third party to upload usage file to Optum's FTP site *	**Optum to upload eligibility verification file to Optum's third party designated FTP site**	**Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account**
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data exchange

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.

RESOLUTION NO. 209-15

Amendment to Official Payments Services Agreement for Credit Card Processing Services

RESOLUTION NO. _____________

RESOLUTION APPROVING AMENDMENT TO OFFICIAL PAYMENTS SERVICES AGREEMENT WITH OFFICIAL PAYMENTS CORPORATION

WHEREAS, the City of Opelika, Alabama (the "City") and Official Payments Corporation entered into an Official Payments Services Agreement, which was dated as of August 7, 2013; and

WHEREAS, the City and Official Payments Corporation desire to amend said agreement to reflect certain changed conditions and new understandings between the parties; and

WHEREAS, a proposed Amendment No. 1 to the Official Payments Services Agreement (the "Amendment or Amendment No. 1") 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 Amendment.

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

1. That the proposed Amendment No. 1 to be entered into between the City and Official Payments Corporation, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Amendment.

2. That the Mayor is hereby authorized and directed to execute and deliver or cause to be executed and delivered said Amendment in the name and on behalf of the City.

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

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2015.

____

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

ATTEST:

____

CITY CLERK

Amendment No. 1 to Official Payments Services Agreement
Between Official Payments Corporation
And City of Opelika, AL

This Amendment No. 1 ("Amendment") is agreed to by and between **City of Opelika, AL** ("Client") and **Official Payments Corporation** ("Official Payments"), and is made a part of the Official Payments Services Agreement between the parties dated as of **August 7th, 2013** (hereinafter "Agreement"). The terms of this Amendment shall be effective as of ____________________ ("Amendment Effective Date"). In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. As of the Amendment Effective Date, or as soon thereafter as the parties can complete procedural steps to implement changes, Schedule B Service Schedule and Schedule C Fee Schedule are replaced with the new Schedule B Service Schedule and Schedule C Fee Schedule hereto and incorporated herein by reference.

2. Replace the definition of "*Client Designated Account*" in Section 1, "Definitions", with the following: *"Client Designated Account"* means the credit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2."

3. Delete Section 4.1 and replace with the following:

   "4.1 Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on a Fee Schedule, fees owed by Client will be calculated on a monthly basis and invoiced by Official Payments (or its Suppliers). Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law or government, or association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges to Client with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) shall invoice Client for any fees and other amounts owed by Client under this Agreement, including , but not limited to, chargebacks, refunds, fines (inclusive of those imposed by NACHA), and any other fines or liabilities incurred under this Agreement by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4. Replace Section 4.2 with the following:

   "4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client agrees to pay Official Payments the invoiced amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.

5. Cancellation of Telecom and Utility Processing. The parties agree that Client will cancel Telecom processing services, without penalty, on or about September 28, 2015 and will notify Official Payments in writing of the exact date once it is known to Client; provided, however, such notice shall be sufficiently in advance to allow OPAY to process such cancellation. Additionally, Client will cancel Utility processing services, without penalty, approximately eight (8) months after cancellation of Telecom processing services. Client will notify Official Payments in writing of the exact date once it is known to Client; provided, however such notice shall be sufficiently in advance to allow for OPAY to process such cancellation. The scope of services provided by Official Payments as described in Schedule B is hereby amended to reflect the cancellation of Telecom and Utility processing services as provided above. Upon cancellation of such processing services, Client shall pay any and all amounts due and payable to OPAY for such services.

In all other respects, the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

AGREED AND ACCEPTED

Official Payments Corporation

By: ______________________________

Name: **Eric Labiak**

Title: **SVP Sales**

Date:

AGREED AND ACCEPTED

City of Opelika

By: ______________________________

Name:

Title:

Date:

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services.

☒ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.

☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.

☒ **MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.

☒ **Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

☐ **IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

SCHEDULE C - FEE SCHEDULE

Additional Payment Terms

Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

A. Electronic Check ("eCheck") Fees

Advantage Verification with eCheck--Account verification applies to all electronic check transactions and is not discretionary as to individual transactions. This service verifies that as of the opening of the business day, the account number identified in the Payment Transaction was a valid account number and had a "positive balance" in the account. This service does not detect whether that balance was sufficient to cover the pending Payment Transaction or whether funds were subsequently withdrawn.

Service Fees to be charged to Customer by Official Payments:

$ N/A less than or equal to $N/A
$ N/A greater than $ N/A , per Payment Transaction for the following payment types:

N/A

Fees to be charged to Client by Official Payments:

Absorbed Fees:

$ 2.50 less than or equal to $5,000.00
$ 10.00 greater than $ 5,000.00 , per Payment Transaction for the following payment types:

Utility; Telecom; Business Licenses; Municipal Court

Note that electronic checks are not allowed at Point-of-Sale (POS) per NACHA regulations.

Set-up Fee: $ 0.00

Return Fee*:*

$5.95 as an insufficient and uncollected funds Return Fee for each Returned Transaction. Electronic payments that initially result in insufficient or uncollected funds will be automatically resubmitted, as applicable and as permitted under governing industry regulations. Following resubmission, any items that remain uncollected will be assessed a Return Fee as indicated.

B. Credit/Debit Card Fee Schedule

<u>Service Fees to be charged to Customer by Official Payments</u>:

N/A

<u>Absorbed Fees to be charged to Client by Official Payments:</u>

$1.95 per Payment Transaction, when credit or debit cards are used. Client Selected fees do not include American Express usage for the following Payment Types:

Utility; Telecom

2.45% of the payment amount, with a minimum Service Fee of $1.95 per Payment Transaction, when credit cards are used. Client Selected fees do not include American Express usage for the following Payment Types:

Business Licenses; Municipal Court

1.00% of the payment amount, with a minimum Service Fee of $1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

Business Licenses; Municipal Court

C. MoneyGram

A Customer making payment at a MoneyGram location will pay MoneyGram a service charge which, as of the date of this Agreement, is as follows:

All Utility payments: $1.79 per Payment Transaction
All Telecom payments: $1.79 per Payment Transaction

MoneyGram service charge rates are subject to change without notice. The Customer will be informed of the applicable service charge before the transaction is completed.

D. Point-of-Sale (POS)

<u>Service Fees to be charged to Customer by Official Payments:</u>

N/A

<u>Absorbed Fees to be charged to Client by Official Payments:</u>

2.45% of the payment amount, with a minimum Service Fee of $1.95 per Payment Transaction, when credit cards are used. Client Selected fees do not include American Express usage for the following Payment Types:

Business Licenses; Miscellaneous; Gas Tax; Liquor Tax; Wine Tax; Occupational License

Fee; Municipal Court; Cemetery; Parks & Recreation; Planning; Building Inspections

$1.50 per Payment Transaction, when credit or debit cards are used for the following Payment Types:

Library Payments

1.00% of the payment amount, with a minimum Service Fee of $1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

Business Licenses; Miscellaneous; Gas Tax; Liquor Tax; Wine Tax; Occupational License Fee; Municipal Court; Cemetery; Parks & Recreation; Planning; Building Inspections

$1.95 per Payment Transaction, when credit or debit cards are used. Client Selected fees do not include American Express usage for the following Payment Types:

Utility; Telecom

E. IVR (Interactive Voice Response)

N/A

An IVR service charge of $* N/A *to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.

RESOLUTION NO. 210-15

Amend Tax Abatement Agreement with Hanwha L&C Alabama, LLC.

RESOLUTION NO. ___________

RESOLUTION AMENDING RESOLUTION NO 285-14 AND APPROVING SECOND AMENDED TAX ABATEMENT AGREEMENT WITH HANWHA L & C ALABAMA, LLC.

WHEREAS, on August 6, 2013, the City of Opelika, Alabama (the "City") and Hanwha L & C Alabama, LLC (the "Company") entered into a Tax Abatement Agreement for the purpose of inducing the Company to make a major addition to its existing facility located at 4400 North Park Drive, Opelika, Alabama; and

WHEREAS, the original Tax Abatement Agreement estimated the capital investment at eight million, seven hundred forty-five thousand dollars ($8,745,000.00); and

WHEREAS, on October 21, 2014, the City Council (the "Council") approved an Amended Tax Abatement Agreement with the Company; and

WHEREAS, the Amended Tax Abatement Agreement estimated the capital investment at thirteen million, four hundred, sixty-five thousand dollars ($13,465,000.00); and

WHEREAS, the Project, as finally completed, did, in fact, have as its capital investment a total of sixteen million, two hundred and one thousand, four hundred and eighty three dollars ($16,201,483.00) for real and personal property for new building additions and improvements, new manufacturing equipment, machinery and other personal property; and

WHEREAS, the City, as the Granting Authority, and the Company have determined to amend the First Amended Tax Abatement Agreement to reflect actual capital investment of sixteen million, two hundred and one thousand, four hundred and eighty three dollars ($16,201,483.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council (hereinafter called the "Council") of the City of Opelika, Alabama (hereinafter called the "City") that Resolution No. 285-14 is hereby amended and restated to read as follows:

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

(a) HANWHA L & C Alabama, LLC (hereinafter called the "Company") operates an industrial facility ("the Facility") in the Northeast Industrial Park within the corporate limits of the City;

(b) The Company's Facility represents an economic investment of approximately fifty-three million dollars ($53,000,000.00);

(c) The Company heretofore announced plans for a major addition to its existing Facility located at 4400 North Park Drive, Opelika, Alabama;

(d) The Company originally announced plans to purchase, acquire, and install approximately $8,745,000.00 worth of new building additions and improvements, new manufacturing machinery, equipment and other new personal property (the "Project") in its existing Facility located within the corporate limits of the City of Opelika;

(e) On August 6, 2013, the City and the Company entered into a Tax Abatement Agreement for the purpose of inducing the Company to construct the Project;

(f) The Original Tax Abatement Agreement significantly understated the estimated capital investment by the Company in the Project;

(g) Resolution 285-14, approved by the City Council on October 21, 2014, authorized the execution of an Amended Tax Abatement Agreement (the "First Amended Tax Abatement Agreement") which estimated the capital investment at $13,465,000.00;

(h) The Project, as finally completed, did, in fact, have as its capital investment a total of $16,201,483.00;

(i) Whereas, the First Amended Tax Abatement Agreement significantly understated the estimated capital investment by the Company in the Project;

(j) The Company and the City desire to amend and restate the First Amended Tax Abatement Agreement;

(k) The Council has been furnished a copy of a Second Amended Tax Abatement Agreement for the purpose of granting to the Company the maximum permissible abatement of state and local non-educational ad valorem taxes and all construction related transaction taxes except those construction related taxes levied for educational purposes or for capital improvements for education;

(l) The Project will involve a capital investment by the Company of approximately $16,201,483.00;

(m) The Project (the acquisition, construction and installment of new building additions and improvements, new manufacturing machinery, equipment, and other new personal property) was placed in service by March 30, 2015;

(n) The Project will be operated by the Company as an "industrial or research enterprise" as defined under Alabama Code §40-9B-3(a)(10);

(o) The Project is expected to result in the creation of approximately 54 new jobs;

(p) The Company's NAICS Code 326199 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended;

(q) Pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the "Act"), the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes); and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education;

(r) Pursuant to Article 4 of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for the new building additions and improvements, new manufacturing machinery, equipment and other new personal property to be acquired and installed in the Facility (the "Project");

(s) The City has considered the request of the Company and the amended application filed by the Company in connection with its request;

(t) The City has found the information contained in the Company's second amended application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community;

(u) The Council has determined that the general terms of the Second Amended Tax Abatement Agreement are acceptable to the City in principle;

(v) The Company is qualified to do business in the State of Alabama and has the power to enter into and to perform and observe the agreements and covenants on its part contained in the Amended Tax Abatement Agreement;

(w) The City represents and warrants to the Company that it has the power under the Constitution and laws of the State of Alabama, including particularly the provisions of the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et. seq., *Code of Alabama* (the "Act"));

(x) It is the intention of the Council that the City grant to the Company with respect to the Project the maximum permissible non-educational tax abatements and exemptions allowed by Alabama law.

Section 2 **TAX ABATEMENTS PURSUANT TO THE TAX INCENTIVE ACT.** Approval is hereby given to application of the Company and abatement is hereby authorized with respect to the Project of (1) all state and local non-educational ad valorem (property) taxes for a period of ten (10) years; and (2) all construction related transaction (sales and use) taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education as the same may apply to the fullest extent permitted by the Act.

Section 3. **EXEMPTION FOR NON-EDUCATIONAL CITY AD VALOREM TAXES.** In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

Section 4. **NON ABATEMENT OF TAXES FOR SCHOOL PURPOSES.** The abatements and exemptions granted herein do not include any ad valorem (property) taxes or construction related transaction taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 2 and 3 shall not exceed the maximum abatement allowed by state law.

Section 5. **EXECUTION OF SECOND AMENDED TAX ABATEMENT AGREEMENT.** The Mayor and the City Clerk are hereby authorized and directed to execute the Second Amended Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 2 and 3 above.

Section 6. **DELIVERY OF DOCUMENTS.** A certified copy of this resolution, with Application and Amended Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 7. **AUTHORIZATION OF ACTIONS ON BEHALF OF THE CITY.** 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 caused 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.

Section 8. **INTENTION TO SUPPLEMENT RESOLUTION NO. 285-14.** This resolution amends Resolution No. 285-14 adopted by the City Council on October 21, 2014 and the Amended Tax Abatement Agreement by increasing the estimated capital investment to $16,201.483.00. The provisions of this Resolution amend and supplement Resolution No. 285-14.

Section 9. **EFFECTIVE DATE.** This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the _______ day of _____________, 2015.

____

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

ATTEST:

____

CITY CLERK

ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, *Code of Alabama 1975*

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all co struction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capit improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., *Code of Alabama 1975*.

1a. TYPE OF ABATEMENT APPLYING FOR: ☒ Sales & Use Taxes ☐ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 2 6 1 9 9

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? ☐ Yes ☐ No

3. TYPE OF PROJECT: ☐ New Project ☒ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) ☒ $2,000,000 – *OR* – ☐ 30% of original cost of existing property, original cost $____________

5. PROJECT APPLICANT: Hanwha L & C Alabama DBA:

6. ADDRESS OF APPLICANT: 4400 Northpark Drive CITY: Opelika STATE: AL ZIP CODE: 36801

7. NAME OF CONTACT PERSON: Chris Hickman EMAIL ADDRESS: Chris.Hickman@Hanwhaus.com TELEPHONE NUMBER: (334)741-7725

8. DATE COMPANY ORGANIZED: 3/29/2005

9. PHYSICAL LOCATION OF PROJECT: 4400 Northpark Drive

CITY *(IF OUTSIDE CITY LIMITS, PLEASE INDICATE)*: Opelika COUNTY: Lee ZIP CODE: 36801

10. BRIEF DESCRIPTION OF PROJECT *(ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY)*: Building expansion and additional manufacturing and IT equipment

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 9/01/2013

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 3/30/2015

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVIC 3/30/2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT ☒ No ☐ Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 35	INITIALLY $ 875,000	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1 18	YEAR 1 $ 450,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 18	YEAR 2 $ 450,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3 12	YEAR 3 $ 300,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d $ 7,584,964	19d $ 3,792,482
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975*. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975*.		e. New Manufacturing Machinery	18e $ 7,691,187	19e $ 7,691,187
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f $ 925,332	19f $ 925,332
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $ 16,201,483	19g $ 12,409,001

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assesse and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost c which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated a current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will b conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., *Code of Alabama 1975*, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

____
NAME (PRINT)

____________________ ____________________ ____________
SIGNATURE TITLE DATE

Attachment: 2015 Amended Abatement app Hanwha 2013 (210-15 : Amend Tax Abatement - Hanwha)

AMENDED

Tax Abatement Agreement

This Agreement is made this 18th day of August, 2014 to amend the 1st amendment dated the 21 day of October, 2014, that amended the original agreement made on the 6 day of August, 2013 (the Effective Date) by and between the The City of Opelika (the Granting Authority), and Hanwha L & C Alabama. (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code, 326199, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(6), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):

☐ new project or ☒ major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 30day of March ,2015; and

WHEREAS, the Project will be located in the County of Lee (check whichever is applicable)

☒ inside the city limits of Opelika,

☒ inside the police jurisdiction of Opelika,

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 18th day of August 2015 (the Meeting), the Granting Authority amended the 1st amendment granted on the 21 day of October, 2014 (the Meeting), the Granting Authority approved the Company's AMENDED application for abatement granted originally on Aug. 6, 2013 of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☒ owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of

Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

☒ Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

☐ Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately $76,360. per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately $_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately $598,547. and such abatement shall not extend beyond the date the Project is placed in service.

☐ (d) Mortgage and recording taxes are expected to be approximately $_____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: $ 16,201,483;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 35 Year 1 18 Year 2 18 Year 3 12;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially $875,000 Year 1 $450,000 Year 2 $450,000 Year 3 $300,000;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

______________________________	City of Opelika
(the Company)	(the Granting Authority)
By:___________________________	By:___________________________
Name:_________________________	Name:___Gary Fuller____________
Title:__________________________	Title:_____Mayor________________
Date: __________________________	Date: ____August 18, 2015________

RESOLUTION NO. 211-15

Amend Tax Abatement Resolution for Spartan Partners, LLC

RESOLUTION NO. ___________

RESOLUTION AMENDING RESOLUTION NO. 169-15 AND APPROVING FIRST AMENDED TAX ABATEMENT AGREEMENT WITH SPARTAN PARTNERS, LLC

WHEREAS, on July 7, 2015, pursuant to Resolution No. 169-15, the Opelika City Council authorized the execution of Tax Abatement Agreements (the "original Tax Abatement Agreements") with Cumberland Plastic Systems, LLC ("Cumberland") and Spartan Partners, LLC ("Spartan"); and

WHEREAS, the original Tax Abatement Agreements estimated the total capital investment in the Project at nine million, seven hundred forty thousand, one hundred and ninety dollars ($9,740,190.00); and

WHEREAS, Spartan's original Tax Abatement Agreement underestimated the capital investment by Spartan; and

WHEREAS, Cumberland's original Tax Abatement Agreement reflects the correct estimated capital investment by Cumberland; and

WHEREAS, Cumberland and Spartan have now determined that the total estimated capital investment in the Project will be ten million, seven hundred and forty thousand, one hundred and ninety three dollars ($10,740,190.00); and

WHEREAS, the City Council desires to amend Resolution No. 169-15 to reflect a total estimated capital investment by Cumberland and Spartan of $10,740,190.00; and

WHEREAS, the City, as the Granting Authority, and Spartan have determined to amend the original Tax Abatement Agreement with Spartan to reflect an estimated capital investment by Spartan of eight million, forty thousand, one hundred and ninety three dollars ($8,040,190.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council (hereinafter called the "Council") of the City of Opelika, Alabama (hereinafter called the "City") that Resolution No. 169-15 is hereby amended and restated to read as follows:

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

(a) Cumberland Plastic Systems, LLC, d/b/a Cumberland Plastic Solutions ("Cumberland") proposes to lease the Benteler building located at 4401 Northpark Drive (the "Facility" or "Project") presently owned by Spartan Partners, LLC ("Spartan");

(b) Cumberland is a world class leader in plastic injection molding utilizing innovative combinations of materials, the integration of manufacturing processes, as well as state-of-the-art technology and equipment;

(c) Cumberland proposes to produce plastic parts for the automotive, industrial, agricultural and consumer goods markets at its facility in Opelika;

(d) Spartan will be required to make numerous physical modifications to the Facility to accommodate the production, distribution and manufacturing needs of Cumberland;

(e) The Project will require capital contributions by Cumberland to acquire and install new manufacturing machinery, equipment and other personal property at the facility;

(f) The Project will consist of the existing building, the construction of building improvements and the acquisition and installation of new manufacturing machinery, equipment and other personal property at the Facility;

(g) The Project will require a capital investment by Cumberland together with Spartan within the City of Opelika, Alabama (the “City”) of approximately ten million seven hundred forty thousand one hundred and ninety dollars ($10,740,190.00) and is expected to result in the creation of approximately 121 new jobs;

(h) The Project is estimated to be placed in service by December 31, 2015;

(i) The Project will be operated by Cumberland as an “industrial or research enterprise” as defined under Alabama Code §40-9B-3(a)(10);

(j) Cumberland’s NAICS Code 326100 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended;

(k) Pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), Cumberland and Spartan have requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education;

(l) Pursuant to the authority granted to the City under Article IV of Chapter 51 of Title 11, *Code of Alabama*, Cumberland and Spartan have requested from the City a complete exemption of non-educational City ad valorem taxes for the project for a period of fifteen (15) years;

(m) The City has considered the requests of Cumberland and Spartan and each of their respective completed forms CO:CAA Application to Local Abatement Authority for Abatement of Taxes filed by Cumberland and Spartan with the City in connection with their request (separately the "Abatement Application" or collectively "Abatement Applications");

(n) The City has found the information contained in the Abatement Applications to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community;

(o) According to the Abatement Applications, the Project will require an aggregate initial capital investment of approximately ten million seven hundred forty thousand one hundred and ninety dollars ($10,740,190.00) which includes the existing building, new building improvements, the acquisition of new machinery, equipment and personal property to be purchased and installed at the Facility and related costs;

(p) The City Council has been furnished a copy of the original Tax Abatement Agreement by and between the City and Spartan, and the City Council has determined that the general terms of the original Tax Abatement Agreement are acceptable to the City in principle;

(q) The City Council has been furnished a copy of a First Amended Tax Abatement Agreement (the "First Amended Abatement Agreement") by and between the City and

Cumberland, and the City Council has determined that the general terms of such First Amended Tax Abatement Agreement are acceptable to the City in principle;

(r) Cumberland is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the original Abatement Agreement;

(s) Spartan is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the First Amended Abatement Agreement;

(t) The City represents and warrants to Cumberland and Spartan that the City has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the original Tax Abatement Agreement with Cumberland and the First Amended Tax Abatement Agreement with Spartan;

(u) The City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project.

Section 2 **TAX ABATEMENTS PURSUANT TO THE TAX INCENTIVE ACT.** Approval is hereby given to the Abatement Application of Cumberland and the Abatement Application of Spartan and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related transactions (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education.

Section 3. **EXEMPTION FOR NON-EDUCATIONAL CITY AD VALOREM TAXES.** In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to Cumberland and Spartan a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

Section 4. **NON ABATEMENT OF TAXES FOR SCHOOL PURPOSES.** The abatements and exemptions granted herein do not include any ad valorem (property) taxes or construction related transaction taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 2 and 3 shall not exceed the maximum abatement allowed by state law.

Section 5. **EXECUTION OF FIRST AMENDED TAX ABATEMENT AGREEMENT.** The Mayor and the City Clerk are hereby authorized and directed to execute the original Tax Abatement Agreement with Cumberland and the First Amended Tax Abatement Agreement with Spartan and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

Section 6. **DELIVERY OF DOCUMENTS.** A certified copy of this resolution, with Applications, the original Tax Abatement Agreements and First Amended Abatement Agreement with Spartan, shall be forwarded to Cumberland and Spartan to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 7. **AUTHORIZATION OF ACTIONS ON BEHALF OF THE CITY.** 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 caused 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.

Section 8. **INTENTION TO SUPPLEMENT RESOLUTION NO. 169-15.** This resolution amends Resolution No. 169-15 adopted by the City Council on July 7, 2015 by increasing the total estimated capital investment by Cumberland and Spartan to $10,740,190.00. This Resolution also approves the First Amended Tax Abatement Agreement between the City and Spartan to reflect a capital investment by Spartan of $8,040,190. The City Council approves, ratifies and confirms the original Tax Abatement Agreement between the City and Cumberland. The provisions of this Resolution amend and supplement Resolution No. 169-15.

Section 9. **EFFECTIVE DATE.** This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the _______ day of _____________, 2015.

____

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

ATTEST:

Form CO: CAA
6/15

ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, *Code of Alabama 1975*

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., *Code of Alabama 1975.*

1a. TYPE OF ABATEMENT APPLYING FOR: [X] Sales & Use Taxes [X] Property Taxes [ ] Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 2 6 1 0 0

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? [ ] Yes [X] No

3. TYPE OF PROJECT: [X] New Project [ ] Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) [X] $2,000,000 – *OR* – [ ] 30% of original cost of existing property, original cost $________

5. PROJECT APPLICANT: CUMBERLAND PLASTIC SYSTEMS, LLC

DBA: CUMBERLAND PLASTIC SOLUTIONS

6. ADDRESS OF APPLICANT: 4401 NORTH PARK DRIVE

CITY: OPELIKA STATE: AL ZIP CODE: 36801

7. NAME OF CONTACT PERSON: TIMOTHY C. KLING

EMAIL ADDRESS: tim.kling@cumberlandps.com

TELEPHONE NUMBER: (605) 591 2816

8. DATE COMPANY ORGANIZED: 10/14/2005

9. PHYSICAL LOCATION OF PROJECT: 4401 NORTH PARK DRIVE

CITY *(IF OUTSIDE CITY LIMITS, PLEASE INDICATE)*: OPELIKA, AL

COUNTY: LEE

ZIP CODE: 36801

10. BRIEF DESCRIPTION OF PROJECT *(ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST BENEFIT ANALYSIS BY GRANTING AUTHORITY)*: PURCHASE AND INSTALLATION OF PLASTIC INJECTION MOLDING EQUIPMENT

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 08/01/2015

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2015

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 10/15/2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT: [X] No [ ] Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT: [X] No [ ] Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 58	INITIALLY $2,100,000	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1 85	YEAR 1 $3,000,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 101	YEAR 2 $3,500,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3 121	YEAR 3 $4,250,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d	19d
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975*. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975*.		e. New Manufacturing Machinery	18e $2,500,000	19e $2,500,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f $200,000	19f $200,000
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $2,700,000	19g $2,700,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., *Code of Alabama 1975*, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Timothy C. Kling
NAME (PRINT)

SIGNATURE

CFO
TITLE

DATE

Form CO: CAA
6/15

ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, *Code of Alabama 1975*

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., *Code of Alabama 1975.*

1a. TYPE OF ABATEMENT APPLYING FOR: [X] Sales & Use Taxes [X] Property Taxes [ ] Mortgage & Recording Taxes

2. PROJECT NAICS CODE:

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? [ ] Yes [ ] No

3. TYPE OF PROJECT: [ ] New Project [ ] Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) [ ] $2,000,000 – OR – [ ] 30% of original cost of existing property, original cost $______

5. PROJECT APPLICANT: Spartan Partners, LLC DBA:

6. ADDRESS OF APPLICANT: 110 Office Park Dr. Ste. 200 CITY: Birmingham STATE: AL ZIP CODE: 35223

7. NAME OF CONTACT PERSON: JACK Brown EMAIL ADDRESS: Jackb@grahamcompany.com TELEPHONE NUMBER: (205) 871.7100

8. DATE COMPANY ORGANIZED: 7/31/2012

9. PHYSICAL LOCATION OF PROJECT: 4401 North Park Drive

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Opelika COUNTY: Lee ZIP CODE: 36801

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: July 15, 2015

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: Sept. 15, 2015

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: October 1, 2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT: [X] No [ ] Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT: [X] No [ ] Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1	YEAR 1	b. Existing Building(s) (if any)	18b 6,790,190	XXXXXXXXXX
YEAR 2	YEAR 2	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d 250,000	19d 1,000,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975.* The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975.*		e. New Manufacturing Machinery	18e	19e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g 7040,190	19g 1,000,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., *Code of Alabama 1975*, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

JACK Brown
NAME (PRINT)

Jack Brown
SIGNATURE

SVP
TITLE

June 26, 2015
DATE

Tax Abatement Agreement

This Agreement is made this 7th day of July, 2015, (the Effective Date) by and between the The City of Opelika (the Granting Authority), and Spartan Partners,LLC (the Company), its successors and assigns.

WHEREAS, the Company will be leasing property to a company with the Standard Industrial Classification Code, 326100, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(6), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):

☒ new project or ☐ major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 15 day of September, 2015; and

WHEREAS, the Project will be located in the County of Lee(check whichever is applicable)

☒ inside the city limits of Opelika,

☒ inside the police jurisdiction of Opelika,

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 7th day of July, 2015 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☒ owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

☒ Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

☐ Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately $43,417. per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately $_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately $25,000. and such abatement shall not extend beyond the date the Project is placed in service.

☐ (d) Mortgage and recording taxes are expected to be approximately $_____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: $ 7 million for building and improvements --The Company, Cumberland Plastic Systems, LLC will be adding additional investment and creating jobs. They will be providing an additional tax abatement agreement.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 0 Year 2 0 Year 3 0;

(c) Additional Annual payroll initially at the Project and in each of the succeeding three years:

Initially $0 Year 1 $0 Year 2 $0 Year 3 $0 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Spartan Partners,LLC_____________	City of Opelika
(the Company)	(the Granting Authority)
By:____________________________	By:____________________________
Name:__________________________	Name:___Gary Fuller_____________
Title:___________________________	Title:_____Mayor_________________
Date: ___________________________	Date: ____July 7, 2015___________

Tax Abatement Agreement

This Agreement is made this 7th day of July, 2015, (the Effective Date) by and between the The City of Opelika (the Granting Authority), and Cumberland Plastic Systems, LLC (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code, 326100, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(6), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):

☒ new project or ☐ major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 31 day of December, 2015; and

WHEREAS, the Project will be located in the County of Lee(check whichever is applicable)

☒ inside the city limits of Opelika,

☒ inside the police jurisdiction of Opelika,

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 7th day of July, 2015 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☒ owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

☒ Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

☐ Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately $9,593. per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately $_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately $87,875. and such abatement shall not extend beyond the date the Project is placed in service.

☐ (d) Mortgage and recording taxes are expected to be approximately $_____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: $ 2.7 million for building and improvements --The Company, Cumberland Plastic Systems, LLC will be leasing property from Spartan Partners, LLC. They will qualify for abatements for the property. They will be providing an additional tax abatement agreement.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 58 Year 1 85 Year 2 101 Year 3 121;

(c) Additional Annual payroll initially at the Project and in each of the succeeding three years:

Initially $2,100,000. Year 1 $3,000,000 Year 2 $3,500,000 Year 3 $4,250,000 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Cumberland Plastic Systems, LLC__	City of Opelika
(the Company)	(the Granting Authority)
By:___________________________	By:___________________________
Name:_________________________	Name:___Gary Fuller____________
Title:__________________________	Title:_____Mayor________________
Date: __________________________	Date: ____July 7, 2015__________

RESOLUTION NO. 212-15

Approval of CDBG Action Plan PY2015

RESOLUTION No. _________

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that the City prepare and submit to HUD each year an Annual Action Plan which identifies and describes activities which the City intends to undertake with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City's Five-Year Consolidated Plan (2015-2019) identifies the community needs which have been identified with citizen input and prioritized by the Planning Department with advice from stakeholders; and

WHEREAS, the City's Annual Action Plan for the 2015 Program Year identifies the projects and programs to which have been selected by the City Council to be undertaken with said Program Year's funding; and

WHEREAS, a summary list of the projects and programs of said proposed Annual Action Plan was published in the Opelika Auburn News in order to give citizens an opportunity to comment and public hearings were programmed for May 4, 2015, May 7, 2015 and July 27, 2015; and

WHEREAS, certifications and grant agreements will need to be signed to submit the Action Plan and receive grant funds to implement the Action Plan;

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

1. That the City's PY2015 Annual Action Plan, attached hereto, under the Five-Year Consolidated Plan (2015-2019) is hereby adopted; and

2. That Gary Fuller, in his capacity as Mayor, is hereby authorized to execute all grant agreements, certifications, sub-recipient agreements, and other documents required in

relation to the submission and implementation of said Plan for the City of Opelika to the U.S. Department of Housing and Urban Development (HUD).

APPROVED and ADOPTED this the _______ day of _________________, 2015.

____

C. E. “Eddie” Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

____

R. G. Shuman

City Clerk - Treasurer

City of Opelika
Community Development Block Grant (CDBG)
PY 2015 Budget

	PY2014 Budget	PY2015 Proposed Budget	Increase/ Decrease
TOTAL GRANT AMOUNT	**$207,730.00**	**$221,330.00**	**-1%**
PUBLIC SERVICES (15% cap)	**$31,159.00**	**$33,199.00**	
Utility Assistance	$7,500.00	$7,500.00	0%
East Alabama Food Bank Community Market	$18,659.00	$20,699.00	11%
Greater Peace Community Development Corp K-4	$2,500.00	$2,500.00	0%
Child Advocacy Center Therapy for Victims of Sexual Abuse	$2,500.00	$2,500.00	0%
PUBLIC FACILITIES	**$0.00**	**$45,000.00**	
Sidewalk/Streetscape	$0.00	$45,000.00	100%
HOUSING SERVICES	**$125,025.00**	**$88,865.00**	
Emergency Home Repair	$100,025.00	$43,865.00	-56%
Home Ownership Assistance	$25,000.00	$25,000.00	0%
Habitat for Humanity		$20,000.00	100%
REHABILITATION	**$10,000.00**	**$10,000.00**	
Main Street Opelika Façade Grant Program	$10,000.00	$10,000.00	0%
ADMINISTRATION (20% cap)	**$41,546.00**	**$44,266.00**	
Administration	$41,546.00	$44,266.00	7%

CITY OF OPELIKA
Community Development Block Grant
PY 2015 Action Plan

Lee-Russell Council Govn. – Emergency Utility Assistance
Funding is allocated to LRCG for the Emergency Utility Assistance program which provides once annually utility payment assistance for low-moderate income households. Kathie Tharpe 749-5264 ext 248

East Alabama Food Bank – Community Market
Funding is allocated to the East Alabama Food Bank's Community Market, which provides screening and referrals as part of their grocery store style market for low to mod income persons. Martha Henk 821-9006

Domestic Violence Intervention Center – Child Care Program
Funding is allocated to the Domestic Violence Intervention Center (DVIC). This activity provides support services to homeless spouses and children who are victims of domestic violence. Child care and training support are provided to clients who must find a job to support themselves after they come to the shelter. Lisa Stephens 749-1515

Child Advocacy Center – Therapy for Victims of Sexual Abuse
Funding is used to provide counseling services (group/family and individual) to victims and non-offending family members of sexual abuse and domestic violence particularly to minors. Kartrina Ryan 705-0770 ext 4001

Emergency Home Repair
The Emergency Home Repair Program is available city wide for low and moderate income households and assists with the rehabilitation and repair of pending safety and health deficiencies. Most repairs involve leaking roofs, broken floors, electrical hazards, and other items. Staff

Home Ownership Assistance
The City of Opelika will provide down-payment and closing costs assistance to first-time home buyers who have completed homebuyer counseling with ACHR. Staff

United Way of Central Alabama – Individual Development Accounts (IDA) United Way of Central Alabama (UWCA) is the state lead agency in the implementation of IDA's. This program matches local (CDBG) contributions on a 1:1:1 basis with federal funding and participants' private savings. Eligible applicants may utilize these funds to assist with the purchase of their first home. Kimekia Holifield 205-458-8964

Main Street Opelika – Façade Grant Program
Funding is allocated to the Opelika Main Street Bill Roberts Façade Grant Program. The program is categorized as a downtown revitalization, economic development, and historic preservation program. The program provides 50% reimbursement for improvements made to building façades located in the downtown district.
Pam Powers-Smith 745-0466

RESOLUTION NO. 213-15

Digital Mapping Fees and Charges - IT Dept.

RESOLUTION NO. ___________

RESOLUTION APPROVING SCHEDULE OF DIGITAL MAPPING FEES AND CHARGES

WHEREAS, the City of Opelika, Alabama (the "City") has invested public funds to produce digital maps that give accurate representations of particular areas of the City; and

WHEREAS, digital maps and mapping systems are matters of public information subject to such restrictions as are set by statute, regulation, or by pertinent court rulings; and

WHEREAS, the City may charge reasonable fees for furnishing copies of such public records; and

WHEREAS, a schedule of mapping fees and charges has been submitted to the City Council for approval and the Council has determined that it is now in the best interest of the City and its citizens to approve said schedule of fees and charges.

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

1. That the mapping fees and charges set forth in the schedule attached hereto as Exhibit "A" and incorporated herein by reference are hereby approved and adopted as the schedule of digital mapping fees and charges to be imposed as set forth herein.

2. That the City Council hereby finds and determines that the fees and charges

established in this resolution are an amount reasonably necessary to cover the cost of providing the document for which such fee or charge is levied or authorized to be levied.

3. That City staff is directed to take all administrative actions necessary to implement the attached schedule of fees and charges.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2015.

____

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

ATTEST:

____

CITY CLERK

City of Opelika

Mapping Requests Fee Schedule

Maps

Size	Fee	If with Aerial
PDF file via email	$1.00	$1.00
PDF file via USB	$10.00	$10.00
8.5 x 11	$0.50 per map	$2.00 per map
11 x 17	$1.00 per map	$5.00 per map
36 x 36	$10.00 per map	$20.00 per map
42 x 42	$20.00 per map	$30.00 per map

GIS Data (Native Format: ESRI Feature class or raster dataset)

Data	Fee per Tile/Parcel	Full
Aerials	$40.00	$5000.00
Contours	$40.00	$1000.00
Other Layers	$20.00 per layer	$50.00 per layer

Time Utilization

Employee Time Spent	Fee
First Hour	No Charge above Copy or Data Fees
Second Hour and Consecutive Hours*	$20 per hour plus copy and/or data fees
*Partial Hours will be rounded to the next full hour.	

Actual postage costs will be added for any request that is fulfilled by mail.

RESOLUTION NO. 214-15

ALDOT Agreement for Shared Use Path to Downtown

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROJECT BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the “State”), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “City”) desire to enter into an agreement relating to a Transportation Alternatives project with partial funding by the Federal Highway Administration for the development of a shared use path to downtown Opelika; and

WHEREAS, a proposed Agreement for Construction for Project TAPAA-TA15(924) (the “Agreement”) has been prepared and submitted to the City Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

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

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2015.

____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

CERTIFICATE

I, the undersigned qualified and acting Clerk of the City of Opelika, do hereby certify that the above and foregoing is a true and correct copy of a resolution passed and adopted by the City Council of the City of Opelika, Alabama, at a regular meeting of such Council held on the ____ day of _______________, 2015, and such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the ____ day of _______________, 2015.

____

CITY CLERK

ALABAMA DEPARTMENT OF TRANSPORTATION
SOUTHEAST REGION
OFFICE OF OPERATIONS ENGINEER
MONTGOMERY AREA
POST OFFICE BOX 8008
MONTGOMERY, ALABAMA 36110
Telephone: (334) 269-2311 FAX: (334) 263-2599

Robert Bentley
Governor

John R. Cooper
Transportation Director

July 30, 2015

The Honorable Gary Fuller
Mayor, City of Opelika
P. O. Box 390
Opelika, AL 36803-0390

RE: **Project Number: TAPAA-TA15(924)**
Downtown - Shared Use Path
City of Opelika
Lee County

Dear Mayor Fuller:

Enclosed is the original agreement, between the State and the City of Opelika, which provides for the Construction of the above referenced project.

After execution by you, please return the agreement, with original signatures to this office for further handling. A certified resolution, affixed with the City seal which authorizes the Mayor to sign the agreement, should be included with the original agreement. Also the City seal should be affixed to the agreement.

Please call Mr. Trent Deason at 241-8532 if you have any questions.

Sincerely,

David Bohannon, P. E.
Operations Engineer

By: David B. Bollie J.T.D.
David B. Bollie, P.E.
Montgomery Area County Transportation Engineer

WDB/DBB/tbd
c: File

AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROJECT

BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA

Lee County

Shared Use Path - Downtown

Project No. TAPAA-TA15(924)

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 STATE; and the City of Opelika, Alabama, hereinafter referred to as SPONSOR, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Transportation Alternatives Program, and

WHEREAS, said legislation requires that two percent of the "Moving Ahead for Progress in the 21st Century Act" or the "MAP-21" funds be available for transportation alternatives activities, and

WHEREAS, transportation alternatives activities are defined as…

1. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian lighting, downtown streetscape (combination of sidewalks, pedestrian lighting and landscaping), and other transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.

2. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
4. Construction of turnouts, overlooks, and viewing areas.

5. Community improvement activities, including-
   i. inventory, control, or removal of outdoor advertising;
   ii. historic preservation and rehabilitation of historic transportation facilities;
   iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
   iv. archaeological activities relating to impacts from implementation of a transportation project eligible under Title 23.

6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
   i. address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
   ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

WHEREAS, the SPONSOR developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the SPONSOR to participate in a transportation alternatives program, as reflected by such project application.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

PART TWO (2): PROJECT PROVISIONS

A. Project Description: The SPONSOR will undertake a transportation alternatives project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project application, including the documents relating thereto, developed by the SPONSOR and approved by the STATE. This application, 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 SPONSOR that failure to carry out the project in accordance with the Agreement, approved plans and the project application, including documents related thereto, may result in the loss of federal funding for the project.

B. **Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the SPONSOR. The SPONSOR shall have no more than two (2) years from the date of execution of this agreement to have the project authorized for construction, or to begin right-of-way acquisition, or to commence other eligible activities in accordance with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the SPONSOR in writing that the project is terminated.

C. **Project Funding:** It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program funds as authorized under MAP-21 and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the SPONSOR prior to accomplishment of work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation alternatives funds and 20 percent SPONSOR funds, not to exceed a maximum sum of $153,558.00 in federal funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated Sponsor Funds	Estimated State Funds
Construction (Including Professional Fees For Construction Engineering and Inspection)	$191,948.00	$153,558.00	$38,390.00	$0
Total	$191,948.00	$153,558.00	$38,390.00	$0

Plans for constructing improvements under this project will be developed by or for the SPONSOR at no expense to the STATE or FHWA. Construction of improvements under this agreement will be by contract in keeping with applicable competitive bid laws. Necessary engineering and inspection during construction will be performed by or for the SPONSOR and will be paid for with project funds. Any cost incurred by the SPONSOR relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the SPONSOR with no liability of the STATE for any such cost.

D. **Project Budget:** The SPONSOR will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Region Engineer and date of such approval. All cost for which the SPONSOR 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 SPONSOR be reimbursed for expenditures over and beyond the amount approved by the STATE.

E. **Ownership of Property:** All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the SPONSOR (in accordance with the provisions of 23 CFR Part 635 and 49 CFR Part 24) at no expense to the STATE. This should be shown on the "City and Other Local Public Agency Certification for Physical Construction" form (ROW Certification). Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the SPONSOR. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.

F. **Acquisition of Property:** Acquisition of real property by the SPONSOR 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.

G. **Relocation of Utilities:** The SPONSOR will relocate any utilities in conflict with the project improvements without cost to the STATE or FHWA.

H. **Protection of Interest:** 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 and FHWA. The STATE and FHWA will be credited on a prorata share any revenues received by the SPONSOR from the sale or lease of property, which is the site of the federally funded project.

I. **Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal 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. The SPONSOR will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The SPONSOR will 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 SPONSOR will provide all bids to the STATE with a recommendation for award. The SPONSOR will not award the contract until it has received written approval from the STATE.

J. **Invoicing:** The SPONSOR will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the SPONSOR 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 SPONSOR may bill 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. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto. Invoices for any work performed by the SPONSOR 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.

K. **Maintenance:** Upon completion and acceptance of the work by the STATE, the SPONSOR will assume full responsibility for the project work and will maintain the project work for a reasonable life expectancy.

L. **Contracts under this Agreement:** The SPONSOR 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.

M. **Records and Reports:**

1. Establishment and Maintenance of Accounting Records: The SPONSOR will establish and maintain, in accordance with requirements established by the

STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.

2. Documentation of Project Cost: All charges to the Project Account 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.

3. Checks, Orders and Vouchers: 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.

4. Reports: The SPONSOR will report to the STATE the progress of the project in such manner as the STATE may require. The SPONSOR will also provide the STATE any information requested by the STATE regarding the project.

5. Financial Statements: The SPONSOR will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

6. Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

N. Regulations: The STATE hereby obligates the SPONSOR to comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The

STATE, upon request, will furnish to the SPONSOR a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

(1) 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 transportation alternatives project authorized by this agreement.

(2) The SPONSOR agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation alternatives project, that federal funds expended on this project must be refunded to the FHWA and the SPONSOR will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds expended under this agreement.

O. Point of Contact: The applicable or appropriate region office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the SPONSOR.

PART THREE (3): MISCELLANEOUS PROVISIONS

A. SPONSOR to Indemnify: The SPONSOR will be responsible at all times for this project and all of the work performed under this Agreement and especially the SPONSOR will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, in both their official and individual capacities, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project. By entering into this agreement, the SPONSOR is not an agent of the State, its officers, employees, agents or assigns. The SPONSOR is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

B. **Federal Immigration Law:** 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.

C. **Audit and Inspection:** The SPONSOR 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, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the SPONSOR in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The SPONSOR will also permit the above noted persons to audit the books, records and accounts of the SPONSOR pertaining to the project at any and all times, and the SPONSOR will give its full cooperation to those persons or their authorized representatives, as applicable.

D. **Audit Requirements:** The SPONSOR will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

E. **Termination:** In the event the SPONSOR fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the SPONSOR under this Agreement. Any such default or defaults not corrected by the SPONSOR within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the SPONSOR of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the SPONSOR will not constitute a waiver of subsequent default or defaults by the SPONSOR. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.

F. **Retention of Records:** The SPONSOR 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.

G. **Performance:** The SPONSOR will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.

H. **Equal Employment Opportunity:** The SPONSOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The SPONSOR will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE 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 and all SPONSOR materials for the purpose of monitoring the SPONSOR'S compliance with the provisions of this section.

I. Title VI – Civil Rights Act of 1964: The SPONSOR will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle A, Part 21), and the assurance by the SPONSOR pursuant thereto. Furthermore, the STATE 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 and all SPONSOR materials which will permit them to monitor the SPONSOR for compliance with the provisions of this section.

J. Prohibited Interest: No member, officer, or employee of the SPONSOR 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.

K. Americans with Disabilities Act: The SPONSOR will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).

L. Arbitration: Following the utilization of voluntary alternative dispute resolution, if any dispute should remain, then the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

M. Permission to Start Work: The SPONSOR will not proceed with the project work until the STATE gives written authorization for the SPONSOR to proceed.

N. Restrictions on Lobbying: The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under 31 U. S. C.§1352 and the person signing same for and on behalf of the prospective participant/recipient that:

(1) No Federal appropriated funds have been paid or will be paid, by or 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.

(2) 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 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 31 U.S.C. § 1352, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under 31 U.S.C.§ 1352, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.

O. Other Applicable Regulations: The SPONSOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal

Water Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

P. **Subcontracts:** The SPONSOR will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.

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

R. **Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

S. **Drug Free Workplace Act of 1988:** The SPONSOR assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.

T. **7/24th Law:** Nothing shall be construed under the terms of this Agreement by the SPONSOR or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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

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

By:____________________________

Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

____

George H. Conner, P.E., Region Engineer

____

Robert J. Jilla
Multimodal Transportation Engineer

____

Ronald L. Baldwin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _________ day of ________________________, 20__.

____

Robert Bentley
Governor, State of Alabama

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

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:

(1) 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.

(2) 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.

CONSULTANT 2/15/95 EXHIBIT N
REVISED 5/30/02

REVISED 6/16/11

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.

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 on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using 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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

RESOLUTION NO. 215-15

Agreement with ALDOT for a Signal at Lake Condy and Lafayette Parkway

RESOLUTION NO. _____________

RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR TRAFFIC CONTROL SIGNAL WITH STATE OF ALABAMA LAFAYETTE PARKWAY (US HIGHWAY 431) AND LAKE CONDY ROAD

WHEREAS, current traffic counts at the intersection of Lafayette Parkway (US Highway 431) and Lake Condy Road are sufficient to warrant the installation of a traffic control signal (the “traffic control signal”) at said intersection; and

WHEREAS, US Highway 431 is maintained by the Alabama Department of Transportation (“ALDOT”) and all traffic signal installations within its rights-of-way must be approved through a written agreement; and

WHEREAS, a proposed AGREEMENT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL (the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its Citizens to approve said Agreement.

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

1. That the proposed Agreement attached hereto to be entered into between the City and the State of Alabama, acting by and through the Alabama Department of Transportation, is hereby approved, authorized, ratified and confirmed.

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

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

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2015.

____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

Clear Form

For Official Use Only: ALDOT Agreement Number: ______

Region Tracking Number: ______ Project Number: ______

Region: *SER - Montgomery* County: *Lee*

STATE OF ALABAMA *acting by and through the*
ALABAMA DEPARTMENT OF TRANSPORTATION: *AGREEMENT for the*
INSTALLATION and/or ***OPERATION and*** *MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING*

This Agreement, in accordance with resolution number ______ dated (or minutes dated) ______ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the *City of Opelika* (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	**(B)** Equipment Upgrade	**(C)** Complete Removal	**(D)** Operation	**(E)** Maintenance
Traffic Control Signal:	☑	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: ______	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* ***NOTE*** *– if more space is needed, please use continuation sheets.*

US-431 (Lafayette Parkway) at Lake Condy Road

1. In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☑ MAINTAINING AGENCY will furnish and the ☐ STATE ☑ MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "***Exhibit O***" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:

   A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.

   B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.

   C. National Electrical Code, current edition.

   D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.

   E. Code of Alabama, 1975 (as Amended) with specific reference to:

      (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
      (2) §32-5A-32, Traffic – Control signal legend.
      (3) §32-5A-33, Pedestrian – Control signals.
      (4) §32-5A-34, Flashing signals.
      (5) §32-5A-35, Lane – Direction – Control signals.

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.

4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. ☐ Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. ☑ All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The ☑ CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's 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 or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's 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.

The ☐ COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County 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 County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☑ MAINTAINING AGENCY.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.

9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "***Exhibit M***" is attached to and made a part of this Agreement.

11. <u>FUNDS SHALL NOT BE CONSTITUTED AS A DEBT</u>

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the <u>Constitution of Alabama, 1901</u>, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: *{Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".}* ***NOTE*** *– If more space is needed, please use continuation sheets.*

See Attached Plans

TYPE OF SIGNAL		CONTROLLER	
☑ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other:		☑ Full Actuated	☑ Eight Phase
		☐ Other:	
		SYSTEM ☐ YES ☑ NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.

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

15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

____
Legal Name of MAINTAINING AGENCY

Attest: ______________________________ By: ______________________________
(Seal or notary signature) Authorized Signature *for* MAINTAINING AGENCY

Agreement Recommended for approval:

By: ______________________________
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _________ day of ________________________, 20_____.

APPROVED: RECORDED:

By: ______________________________ By: ______________________________
Region Engineer Signature State Traffic Engineer Signature

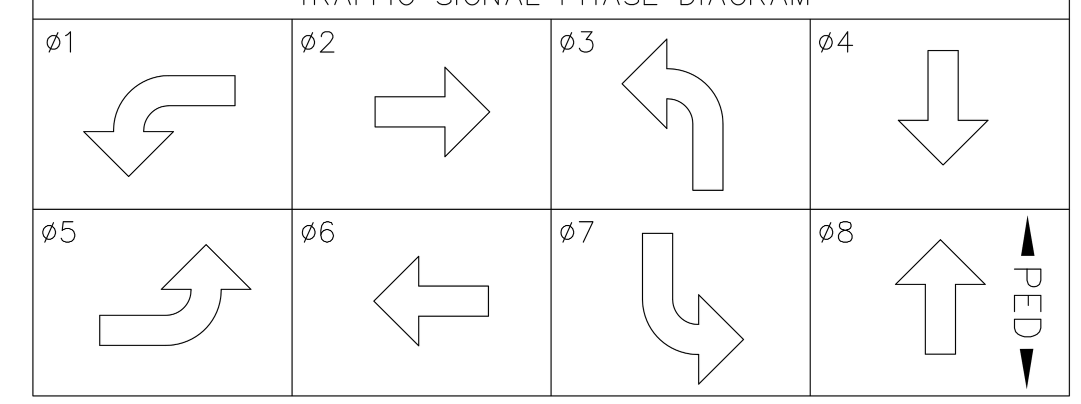
Date: ______________________________
(Added to Archive)

SCHEMATIC WIRING DIAGRAM

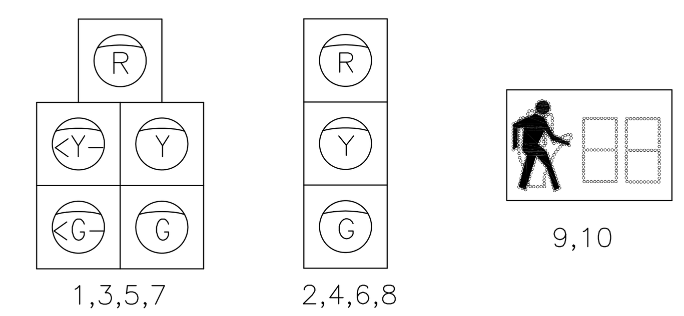
SUGGESTED LOCAL CONTROLLER TIMINGS

PHASE	MOVEMENT	MIN GRN	PASSAGE	MAX GR I	MAX GR II	YELLOW	ALL RED	PHASE OMIT	RECALL	NON LOCK
1										
2										
3										
4										
5										
6										
7										
8										

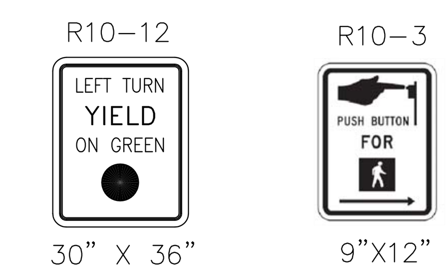
TRAFFIC SIGNAL PHASE DIAGRAM

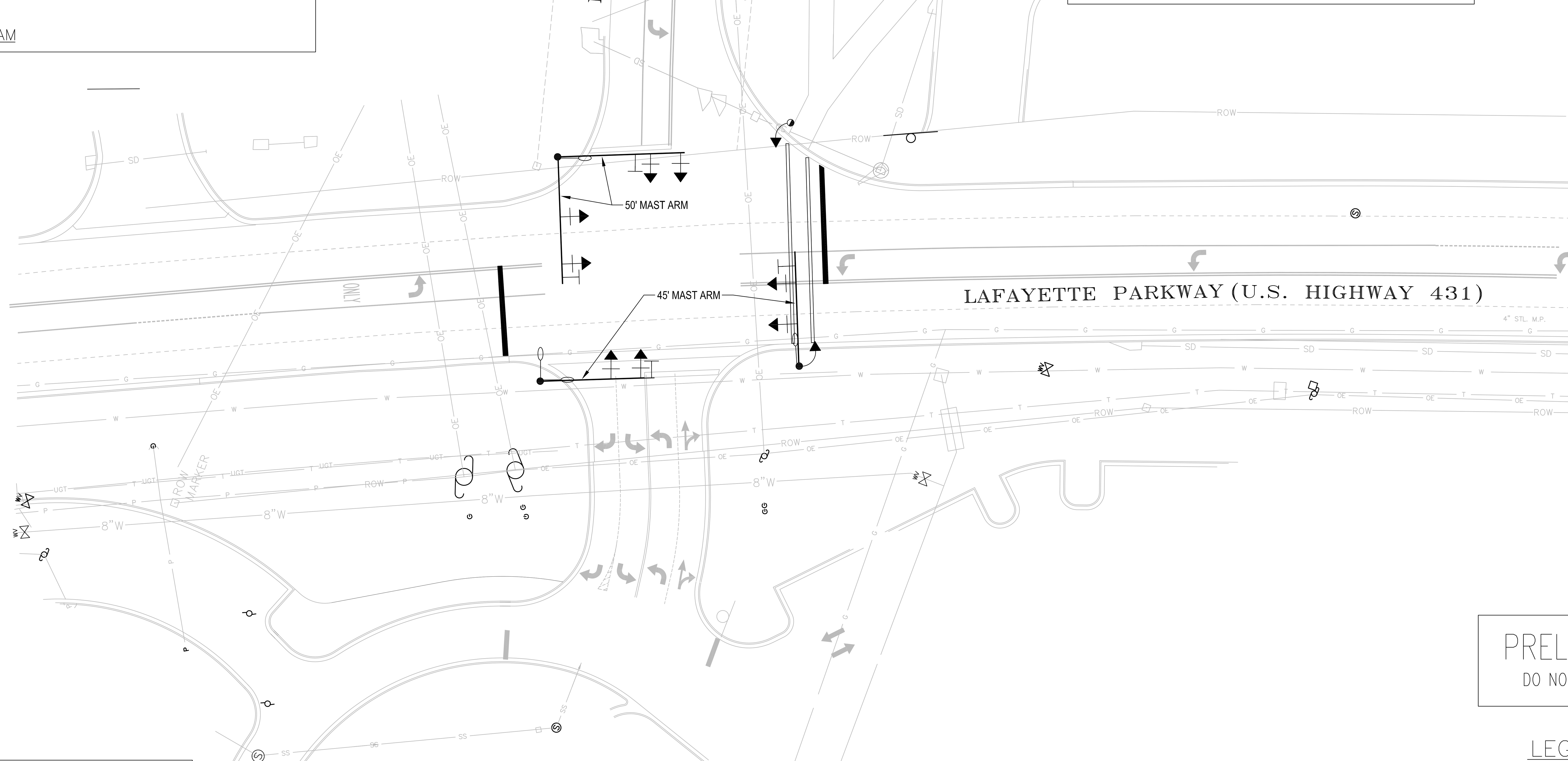


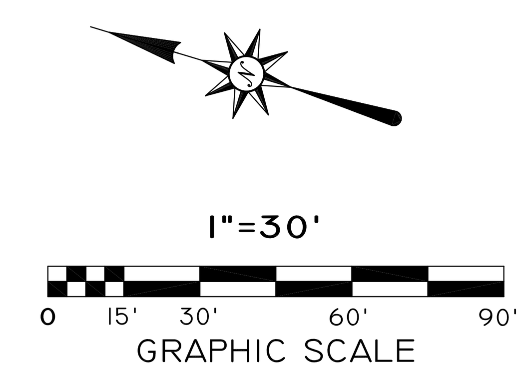
REQUIRED TRAFFIC SIGNAL HEADS



REQUIRED SIGNS







PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

* ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QTY.	UNIT	DESCRIPTION

* EQUIPMENT AND MATERIALS SHOWN ARE ESTIMATES, THE INSTALLER IS RESPONSIBLE FOR DETERMINING ALL EQUIPMENT AND MATERIALS REQUIRED TO INSTALL A COMPLETE TRAFFIC SIGNAL INSTALLATION.

GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING. A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL. PER THE MUTCD, LATEST EDITION.
3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. BASE MAP INFORMATION PROVIDED BY CITY OF OPELIKA AND FLOWERS & WHITE ENGINEERING , LLC.
5. UNLESS OTHERWISE NOTED, ALL PRESENCE DETECTION SHALL EXTEND 3 FEET BEYOND THE STOP LINE.
6. ALL REQUIRED SIGNAL HEADS SHALL BE L.E.D.
7.
8. THE CONTRACTOR IS REQUIRED TO LOCATE ANY EXISTING CONDUITS AND BORING PRIOR TO BEGINNING WORK.

LEGEND

REQUIRED	EXISTING	DESCRIPTION
		BASE MOUNTED CONTROLLER
		STEEL TRAFFIC SIGNAL POLE
		PEDESTAL PED POLE
		LUMINAIRE
		JUNCTION BOX
		24" STOPLINE (BY OTHERS)
		TRAFFIC SIGNAL HEAD W/BACKPLATES
		PEDESTRIAN SIGNAL HEAD
		SIGN (SPAN WIRE MOUNTED)
VARIES		DETECTION LOOP/ZONE

NO. | REVISIONS | DRN | CHK | DATE

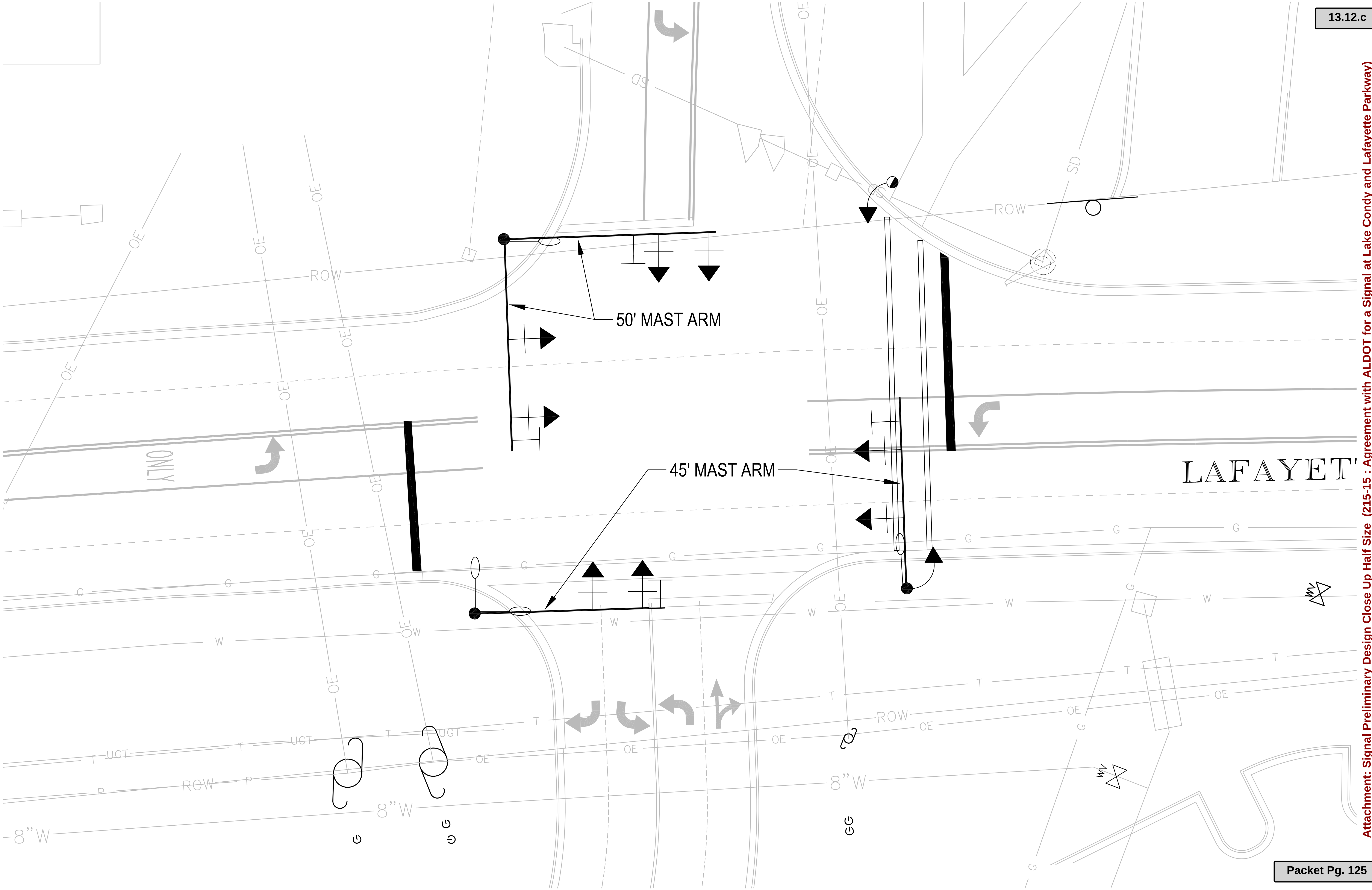
SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3644 Vann Road, Suite 100
Birmingham, AL 35235
Telephone: (205) 655-8855 Fax: (205) 655-8825

U.S. 431 AT LAKE CONDY ROAD/OPELIKA HS
OPELIKA, ALABAMA

TRAFFIC SIGNAL MODIFICATIONS

DATE AUG 2015 | SCALE 1"=30' | DRAWN BY TDC | CHECKED DSS | FILE NAME PLAN.DWG

SHEET NO. 03


50' MAST ARM
45' MAST ARM
LAFAYETT
ROW
ONLY
8" W

RESOLUTION NO. 216-15

ALDOT Agreement, for a Traffic Signal at Gateway Drive & Hamilton Place St.

RESOLUTION NO. _____________

RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF GATEWAY DRIVE (US HIGHWAY 280) AND HAMILTON PLACE STREET WITH THE STATE OF ALABAMA AND APPROVING AND AUTHORIZING AN AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT-OF-WAY AT THE SAME INTERSECTION

WHEREAS, current traffic counts at the intersection of Gateway Drive (US Highway 280) and Hamilton Place Street and the proposed Justice Center Connector Road are sufficient to warrant the installation of a traffic control signal (the "traffic control signal") at said intersection; and

WHEREAS, US Highway 280 is maintained by the Alabama Department of Transportation ("ALDOT") and all traffic signal installations within its rights-of-way must be approved through a written agreement; and

WHEREAS, a proposed AGREEMENT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL (the "Traffic Control Signal Agreement") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its Citizens to approve said Traffic Control Signal Agreement; and

WHEREAS, the City of Opelika, Alabama, (the "City") proposes to grade and/or landscape the ALDOT right-of-way located at the intersection of Gateway Drive (US Highway

280) and Hamilton Place Street; and

WHEREAS, a proposed AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT-OF-WAY (the "Grading and/or Landscaping Agreement") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its Citizens to approve said Grading/Landscaping Agreement

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

1. That the proposed Traffic Control Signal Agreement, attached hereto as Exhibit "A", to be entered into between the City and the State of Alabama, acting by and through the Alabama Department of Transportation, is hereby approved, authorized, ratified and confirmed.

2. That the proposed Grading and/or Landscaping Agreement, attached hereto as Exhibit "B", to be entered into between the City and the State of Alabama, acting by and through the Alabama Department of Transportation, is hereby approved, authorized, ratified and confirmed.

3. That the Mayor is hereby authorized to execute and deliver said Traffic Control Agreement and Grading and/or Landscaping Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.

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 Agreements.

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

ADOPTED AND APPROVED this the ______ day of ______________________, 2015.

____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

Clear Form

For Official Use Only: *ALDOT Agreement Number:* ____________________

Region Tracking Number: ____________________ Project Number: ____________________

Region: *SER - Montgomery* County: *Lee*

STATE OF ALABAMA *acting by and through the*
ALABAMA DEPARTMENT OF TRANSPORTATION: *AGREEMENT for the*
INSTALLATION and/or ***OPERATION and*** *MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING*

This Agreement, in accordance with resolution number ____________________ dated (or minutes dated) ____________________ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the *City of Opelika* (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	**(B)** Equipment Upgrade	**(C)** Complete Removal	**(D)** Operation	**(E)** Maintenance
Traffic Control Signal:	☑	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: ____________________	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* ***NOTE*** *– if more space is needed, please use continuation sheets.*

US-280 (Gateway Drive) at Hamilton Place Street and the proposed Justice Center access road.

1. In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☑ MAINTAINING AGENCY will furnish and the ☐ STATE ☑ MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "***Exhibit O***" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
   A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
   B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
   C. National Electrical Code, current edition.
   D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
   E. Code of Alabama, 1975 (as Amended) with specific reference to:
      (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
      (2) §32-5A-32, Traffic – Control signal legend.
      (3) §32-5A-33, Pedestrian – Control signals.
      (4) §32-5A-34, Flashing signals.
      (5) §32-5A-35, Lane – Direction – Control signals.

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.

4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. ☐ Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. ☑ All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The ☑ CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's 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 or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's 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.

The ☐ COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County 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 County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☑ MAINTAINING AGENCY.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.

9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "***Exhibit M***" is attached to and made a part of this Agreement.

11. <u>FUNDS SHALL NOT BE CONSTITUTED AS A DEBT</u>

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the <u>Constitution of Alabama, 1901</u>, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: *{Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".}* ***NOTE** – If more space is needed, please use continuation sheets.*

See Attached Plans

TYPE OF SIGNAL		CONTROLLER	
☑ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other:		☑ Full Actuated	☑ Eight Phase
		☐ Other:	
		SYSTEM ☐ YES	☑ NO

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.

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

15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

____
Legal Name of MAINTAINING AGENCY

Attest: ____________________________________ By: ____
(Seal or notary signature) Authorized Signature *for* MAINTAINING AGENCY

Agreement Recommended for approval:

By: __________________________________
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this __________ day of ____________________________, 20______.

APPROVED: RECORDED:

By: __________________________________ By: __________________________________
Region Engineer Signature State Traffic Engineer Signature

Date: ________________________________
(Added to Archive)

ALABAMA DEPARTMENT OF TRANSPORTATION

AGREEMENT FOR GRADING AND/OR LANDSCAPING

ON RIGHT OF WAY

County **Lee** ________ Permit Number ________

Milepost ________ Route Number ________

Bonding Agency ________ Bond Number ________

Associated Permits and/or Documents ________

____

THIS AGREEMENT is entered into this the _____ day of ________________, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Opelika, Alabama**, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **Remove an existing a two way curb cut and install a new two way curb cut on US Highway 280 (Gateway Drive) across from Hamilton Place Street and the proposed Justice Center access road at mile post ###.###.**

____

____

____

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national <u>Manual on Uniform Traffic Control Devices</u>, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $**0.00**_______________ (Bond Number: ________________________) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

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

________ If the applicant is an incorporated municipality or gas district then:
Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, 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 APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT 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 APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_______ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_______ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_______ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____________________, 20_____.

____
Legal Name of Applicant

WITNESS:

____

By: _______________________________________
Signature and Title

Mayor Gary Fuller
Typed or Printed Name

P.O. Box 390
Address Line 1

Opelika, AL 36801
Address Line 2

334-705-5150
Telephone Number

RECOMMENDED FOR APPROVAL:

_____________________________ _______________
District Manager Date

_____________________________ _______________
Area Operations Engineer Date

_____________________________ _______________
Region Engineer Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By: _______________________________________
Maintenance / Region / Area Operations Engineer

Date: _______________________________________

RESOLUTION NO. 217-15

New Position of Stormwater Management Coordinator for the Engineering Department

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR ENGINEERING STORMWATER MANAGEMENT COORDINATOR

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classification and job description for Engineering Stormwater Management Coordinator and to amend the organizational chart of the Engineering Department.

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

1. That the new job classification of Engineering Stormwater Management Coordinator in the Engineering Department at pay grade 17 is hereby approved and authorized by the City Council.

2. That the new job description of Engineering Stormwater Management Coordinator, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.

3. That the City Engineer and the Controller are hereby authorized and directed to modify the organizational chart of the Engineering Department to implement the changes in personnel as contemplated by this Resolution.

4. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2015.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

CITY OF OPELIKA
POSITION DESCRIPTION

TITLE: ENGINEERING STORMWATER MANAGEMENT COORDINATOR

GENERAL DESCRIPTION

The essential function of the position within the organization is to organize, operate and maintain the City's erosion and sediment control inspections and post construction detention inspections and enforcement program for the Engineering Department. The position is responsible for performing stormwater quality monitoring, enforcing City ordinances related to stormwater and developing and managing a Stormwater Management Database. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.*

Organizes, operates and maintains the City's erosion and sediment control inspections and post construction detention inspections and enforcement program.

Organizes inspections of active development sites and detention facilities and prepares related reports.

Conducts routine inspections of all active development sites and following a measurable rain event.

Collects and maintains photographic evidence of land disturbing and detention maintenance activities.

Coordinates inspections with the Engineering and Public Works Department.

Responds to complaints and concerns from the general public in regards to land disturbing activities.

Reviews erosion and sediment control and post construction detention plans to ensure compliance with City ordinance and policies.

Communicates with developers and contractors in regards to deficiencies in site best management practices.

Prepares letters to development and construction site permit holders in regard to deficiencies in site best management practices.

Develops, manages and maintains the City's Stomwater Management Database that includes, but is not limited to construction site inspection, illicit discharge incidents, public education and outreach opportunities, and post construction detention.

Maintains the City's Alabama Department of Environmental Management (ADEM) permit database and provides ADEM with information for specific active construction sites.

Prepares documentation for prosecution in Municipal Court as necessary.

Manages and implements the City's required water sampling program that includes the coordination, collection, analysis and delivery of stormwater, and stream monitoring samples.

Assists in the investigation of causes of stream bacteriological contamination.

ENGINEERING STORMWATER COORDINATOR

Enforces City ordinances related to stormwater quality.

Reviews site development plans for compliance with illicit discharge, erosion and sediment control, and post construction management ordinances for compliance with City, state and federal laws.

Performs erosion and sediment control inspections of development and construction sites and issues notices and letters of enforcement.

Investigates, reports and enforces all illicit discharges to the City's stormwater infrastructure

Obtains and organizes data from multiple water quality monitoring programs into GIS compatible format for spatial and temporal trend analysis.

Obtains and organizes United States Geological Survey stream flow data into GIS format.

Develops and organizes various tracking databases into GIS compatible format.

Develops and maintains various watershed and water quality GIS data layers.

Assists GIS staff in the development of extensions and tools.

Organizes and performs education and training and sessions for all City employees in the awareness and detection of illicit discharges into the City's stormwater system and erosion and sediment control violations.

Organizes and performs various education and public outreach activities to spread the awareness of illicit discharges into the City's stormwater system and erosion and sediment control violations.

Initiates and organizes an annual Erosion and Sediment Control Workshop.

Works with Keep Opelika Beautiful (KOB) and participates in their various activities.

Assist in the organization and participates in the annual Lee County Water Festival activities.

Prepares educational brochures for distribution throughout the City.

Participates in other education and outreach activities as assigned.

Attends meetings, conferences, workshops, and training sessions.

Demonstrates punctual, regular and reliable attendance.

Completes required reports.

Performs other related duties as assigned.

Performs duties of other departmental personnel as required.

Attends staff meetings to exchange information.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

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Guidelines include the City's erosion and sedimentation control ordinance and standards; the Opelika City Ordinates, Public Works Manual and Subdivision regulations; the Alabama Handbook of Erosion Control, Sediment Control and Stormwater Management for Construction Sites and Urban Areas; federal and state NPDES regulations; the City's Phase II Stormwater Permit; and City of Opelika Core Values. These guidelines require judgment, selection and interpretation in application. Collects, classifies, and formats data or information.

<u>PEOPLE RESPONSIBILITY</u>: *People refers to individuals who have contact with or are influenced by the position.*
Provides assistance to people to achieve task completion; may instruct or assign duties to coworkers if instructed. The Stormwater Management Coordinator assigns work in terms of very general instructions when needed. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

<u>INVOLVEMENT WITH THINGS</u>: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles or uses machines, tools, equipment or work aids involving moderate latitude for judgment regarding attainment of a standard or in selecting appropriate items, such as computers, peripherals, or software programs such as word processing or custom applications.

<u>ASSETS RESPONSIBILITY</u>: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires minimum responsibility for only small quantities of low cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

<u>MATHEMATICAL REQUIREMENTS</u>: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra calculating variables and formulas, and/or basic geometry, calculating plane and solid figures; may compute discounts, interest, ratios and proportions, and percentages.

<u>COMMUNICATIONS REQUIREMENTS</u>: *Communications involves the ability to read, write, and speak.*

Contacts are typically with co-workers, representatives of state and federal agencies, vendors, engineering consultants, developers, contractors, members of environmental organizations, and members of the general public. Contacts are typically to give or exchange information and resolve problems. Reads technical instructions, charts, and/or procedures manuals; completes job forms; speaks compound sentences using standard grammar.

<u>COMPLEXITY OF WORK</u>: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

The work consists of varied duties in the coordination of the City's stormwater management functions. Strict regulations contribute to the complexity of the position. The purpose of this position is to manage the City's stormwater operations. Success in this position ensures compliance with local, state and federal regulations.

<u>JUDGMENT REQUIREMENTS</u>: *Judgement requirements refers to the frequency and complexity of judgments and decisions given the stability of the work environment, the nature and type of guidance, and the breadth of impact of the judgments and decisions.*

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ENGINEERING STORMWATER COORDINATOR

Guides others, requiring frequent decisions, affecting the individual, co-workers, and others who depend on the service or product; works in a somewhat fluid environment with rules and procedures but many variations from the routine.

IMPACT OF ERRORS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death for individuals.*

Makes decisions with minor impact - affects only those in immediate work area.

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires a knowledge and level of competency commonly associated with the completion of a Bachelor of Science Degree in Engineering, Environmental Science, or in a course of study related to the occupational field as determined by the hiring authority.

Work experience and specialized vocational training in engineering, surveying, storm water management or a closely related field may be substituted for degree as determined by hiring authority.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of erosion and sediment control best management practices. Knowledge of sediment transport, hydraulics, hydrology, construction and staging practices. Knowledge of local, state and federal regulations related to stormwater, erosion, and sediment control practices. Knowledge of watershed-related concepts. Knowledge of water sampling and testing methods. Skill in the operation of computers and job related software programs. Skill in operating standard office equipment. Skill in performing basic mathematical calculations such as addition, subtraction, multiplication, division, and percentages. Skill in decision making and problem solving. Skill in interpersonal relations and in dealing with the public. Skill in oral and written communication. Ability to work cooperatively with others.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Certification as a Professional in Erosion and Sediment Control, Professional in Storm Water Quality, Professional Landscape Architect, Municipal Separate Storm Sewer System Specialist, or registered as an Environmental Manager, Qualified Credentialed Professional, or ability to obtain one of the above professional certifications within 6 months is required.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for three to five years.

Possession of or ability to readily obtain a valid driver's license for the type of vehicle or equipment operated.

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending or crouching. The employee frequently lifts light objects weighing less than 24 pounds and occasionally lifts heavy objects weighing 25 or more pounds. The employee distinguishes between shades of color and utilizes the sense of smell. The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt, grease, and machinery with moving parts.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for the safety of others, either inherent in the job or to assure the safety of the general public.*

Requires no responsibility for the safety and health of others.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to no unusual environmental hazards.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, and color perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Opelika is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

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