



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
August 2, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:04 pm and asked Mr. Shuman to call the roll.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
All the council members were present.

3. Invocation

The invocation was presented by Waymon Jackson.

4. Pledge of Allegiance

The Pledge of Allegiance was lead by Councilman Dozier Smith T.

5. Reading of Minutes

1. Minutes from the 7-19-16 City Council Meeting.
The council meeting minutes was approved as prepared.

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

6. Unfinished Business

7. Remarks By the Mayor

1. Recognition of the Make Your Move dance national winners.
Mayor Fuller recognized the owner of the dance studio Make Your Move and three of her students who won in National competition.
2. Recognition of the KOB Yard of the Year awards. - Tipi Miller.
Mayor Fuller and Tipi Miller recognized the Yard of the Year winners from each Ward.
3. Recognition of the Dixie Youth Minor League All-stars.
Mayor Fuller recognized the coaches and baseball players of the Dixie Youth League All-stars who made it to the State Competition.
4. Recognition of the OFD by the MDA / Muscular Dystrophy Assoc.
Mayor Fuller and the local MDA representative presented a plaque to the Opelika Fire Department for their 20+ years of donating to the Muscular Dystrophy Assoc.
5. Special recognition of City Employees.
Mayor Fuller recognized two city employees, Barbara Arrington and Kelly Smith, for their outstanding job performance and presented them with an award.

8. Citizen Communications

(Limit comments to five minutes or less)

Jessie Ellis stated that the city needed to look at the possibility of a demolition at the property next door to him and asked if W.E. Morton could be widened.

William Chambers said he had bought a permit and was working on renovating the building at 2803 Pepperell Parkway and did not want the city to demolish the building.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Main Street Request for Multiple Temporary Street Closures.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Public Hearing for Demolition - 2803 Pepperell Pkwy

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. Note - William Chambers, the property owner, spoke under citizen communication stating he is working on renovating said property and asked the city to not demolish the building. President Smith closed the public hearing.

3. Public Hearing Weed Abatement Assessment - 105 Vaughan Avenue

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

4. Public Hearing Weed Abatement Assessment - 501 S 4Th St.

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

5. Public Hearing Weed Abatement Assessment - 509 1St Ave

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

6. Public Hearing Weed Abatement Assessment - 505 S 4Th St

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

7. Public Hearing Weed Abatement Assessment - 1733 1St Ave

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

8. Public Hearing Weed Abatement Assessment - 308 Brannon Ave

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

9. Public Hearing Weed Abatement Assessment - 1812 Ridge St.

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

10. Public Hearing Weed Abatement Assessment - 200 Brannon Ave

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

12. Awarding of Bids

1. Bids 176-16 UPS Maintenance - IT

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

2. Bids 177-16 Customer Install Services by On-Trac for OPS.

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

13. Resolutions

1. Resolution Order a Demolition - 600 Meadow Avenue - Tabled.

Ms. Jones made the motion to remove said resolution from the Table and was seconded by Mr. Gray. The following vote was recorded.

Ayes Jones, Gray, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

2. Resolution Order a Demolition - 1003 Alton Court - Inspection. - Tabled
This resolution remained Tabled.

3. Resolution Authorize a Demolition - 1113 Lake Street - Tabled.
This resolution was remained Tabled.

4. Resolution 178-16 Expense Reports from Various Departments.

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

5. Resolution 179-16 Designate City Personal Property Surplus & Authorize Disposal

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

6. Resolution 180-16 Resolution for Demolition - 2803 Pepperell Pkwy

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

7. Resolution 181-16 Weed Abatement Assessment - 105 Vaughan Avenue.

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

8. Resolution 182-16 Weed Abatement Assessment - 501 S. 4Th Street.

- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
9. Resolution 183-16 Weed Abatement Assessment - 509 1St Ave
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
10. Resolution 184-16 Weed Abatement Assessment - 505 S 4Th St.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Larry Gray, Council Member |
| | SECONDER: | David Canon, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
11. Resolution 185-16 Weed Abatement Assessment - 1733 1St Ave
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
12. Resolution 186-16 Weed Abatement Assesment - 308 Brannon Ave
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
13. Resolution 187-16 Weed Abatement Assessment - 1812 Ridge Street
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
14. Resolution 188-16 Weed Abatement Assessment - 200 Brannon Ave
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Larry Gray, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
15. Resolution 189-16 Auburn University Contract - OPD Services
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
16. Resolution 190-16 Proposal from IHeartMedia - Radio Advertising for OPS
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Larry Gray, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
17. Resolution 191-16 Declare Opposition to a Methadone Clinic.

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

18. Resolution 192-16 Agreement, CE&I Services with AECOM, Northpark Drive Extension
 - Eng.

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

19. Resolution 193-16 Tower Space License Agreement

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

20. Resolution 194-16 Expense Report - Angela Jones

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

21. Resolution 195-16 Appoint Election Officials for City Election on August 23, 2016.

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

14. Ordinances

1. Ordinance 117-16-ORD Amend Ordinance, Ward 4 Voting Location, EAMC Education
 Center - 1St Reading.

The ordinance was introduced by Mr. Canon. Then Ms. Jones made the motion to suspend the
rules and was seconded by Mr. Gray. The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith

Nays None.

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

2. Ordinance Extension of Moratorium on Developmental Sewer Fees - P/W. - 2Nd
 Reading.

The ordinance was introduced by Mr. Smith T.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

There was no appointments

16. Adjourn

These City Council meeting minutes of 8-02-16 are hereby adopted and approved this the 16th day of August, 2016.

/s/

Eddie Smith

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/ R.G. Shuman

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting was adjourned at 8:02 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 1801)

Meeting: 08/02/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1801

Minutes from the 7-19-16 City Council Meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

July 19, 2016

TIME: 7:00 PM

1. Call to Order

President Smith call the council meeting to order and asked Mr. Shuman to call the roll.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
All council members were present.

3. Invocation

The invocation was provided by President Smith.

4. Pledge of Allegiance

The Pledge of Allegiance was lead by Councilman Gray.

5. Reading of Minutes

1. Council Meeting Minutes from the 7-05-16 CM.

Said minutes was approved as presented.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller stated the recent Barbasol golf tournament was a great success and thanked all the volunteers for their assistance in making the tournament run smoothly.

1. Building Inspections Reports - June, 2016

Mayor Fuller called on Joey Motley to present the Building Inspection report for June 2016.

2. Proclamation - National Night Out.

Mayor Fuller and Councilman Gray presented a proclamation for National Night Out that will be held on August 2nd.

8. Citizen Communications

(Limit comments to five minutes or less)

Oscar Penn stated that he was concerned with a possible poll worker in Ward 2 that may have a false address and there should be no campaigning in the voting location. He also stated he was talking to the Secretary of State's office.

Linbergh Jackson stated that he was in the process of transferring the ownership of 1113 Lake Street to a Church in Beauregard and asked the City to table the demolition resolution for 30 days.

9. Report of Disbursements

10. Committee Reports

11. General Business
 1. Resolution Request for Temporary Street Closure for National Night Out.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
 2. Public Hearing to Authorize Demolition - 1113 Lake Street
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.
 3. Public Hearing for Fixing Costs of Demolition - 214 Byrd Avenue
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment of cost. No one came forward to speak. President Smith closed the public hearing.
 4. Public Hearing for Fixing Costs of Demolition - 307 S. 2Nd Street
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment of cost. No one came forward to speak. President Smith closed the public hearing.
12. Awarding of Bids
 1. Bids 163-16 City Camera System - IT
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 2. Bids 164-16 Roll-Off Hauling - OES
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 3. Bids 165-16 2016 City-Wide Restriping - ENG
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolutions
 1. Resolution Order a Demolition - 600 Meadow Avenue - Tabled.
 This resolution remained Tabled.
 2. Resolution Order a Demolition - 1003 Alton Court - Inspection. - Tabled
 This resolution remained Tabled.
 3. Resolution Order a Demolition - 806 Powledge Avenue - Tabled.
 After said resolution was removed from the Table, Ms. Jones made the motion to remove said resolution from the agenda and was seconded by Mr. Gray. The following vote was recorded:
 Ayes Jones, Gray, Smith T, Canon, Smith
 Nays None

- RESULT:** REMOVED FROM TABLE [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 166-16 Expense Reports from Various Departments.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 167-16 Designate City Personal Property Surplus & Authorize Disposal
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 168-16 Purchase - One (1) Kenworth with Pac-Mac Loader - OES
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution Authorize a Demolition - 1113 Lake Street
RESULT: TABLED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 169-16 Fixing Costs of Demolition - 214 Byrd Avenue
 Ms. Jones made the motion to amend said resolution by inserting 2.50% in the blank space and was seconded by Mr. Gray. The following vote was recorded:
 Ayes Jones, Gray, Smith T, Canon, Smith
 Nays None
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 170-16 Fixing Costs of Demolition - 307 S. 2Nd Street
 Mr. Canon made the motion to amend said resolution by inserting 2.50% in the blank space and was seconded by Mr. Smith T. The following vote was recorded:
 Ayes Jones, Gray, Smith T, Canon, Smith
 Nays None
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 171-16 License Agreement, ROW Encroachment, Springs Mill Lake - Eng.

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

11. Resolution 172-16 Amend Tax Abatement Agreement, Cumberland Plastic Systems - ED.

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

12. Resolution 173-16 Increasing Number of Field Service Technician Positions at OPS

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

13. Resolution 174-16 Approving Amended Employment Contract

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Resolution 175-16 Declare Council Members Without Opposition Re-Elected.

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Ordinances

There was no ordinances.

15. Appointments

Mayor Fuller nominated Mark Grantham to the Historic Preservation Commission (HPC) replacing Charlie Jernigan who is stepping down and also nominated Margaret Mayfield for another term on the HPC. Ms. Jones made a motion to approve both nominations and was seconded by Mr. Gray. The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith

Nays None

16. Adjourn

These City Council meeting minutes of 7-19-16 are hereby adopted and approved this the ____ day of _____, 2016.

/s/

 President of the City Council
 City of Opelika, Alabama

ATTEST:

/s/

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting was adjourned at 7:30 PM.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

Attachment: CM 8-02-16, Minutes from 7-19-16 CM (1801 : Minutes from the 7-19-16 City Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/02/16 07:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 1778)

DOC ID: 1778

Recognition of the OFD by the MDA / Muscular Dystrophy Assoc.

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1802)**

Meeting: 08/02/16 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

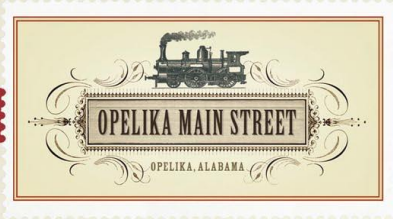
Initiator: Robert Shuman

Sponsors:

DOC ID: 1802

Main Street Request for Multiple Temporary Street Closures.

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



Post Office Box 2464 • Opelika, AL 36803-2464 • 334.745.0466

YESTERDAY, TODAY & TOMORROW

opelikamainstreet.org • info@opelikamainstreet.org

TO: Opelika City Council
FROM: Opelika Main Street, Pam Powers-Smith
RE: Street Closure Requests

Please find below requests for events in the downtown area for the second half of 2016. Thank you for your cooperation in handling all of these simultaneously.

Outdoor Concert - August 27, 2016 - 10a-11p: The request is for the one block of North Railroad Avenue between 8th street and 7th street. A large stage will be constructed and the concert will take place in the road. Additional activities and vendors will be located here also.

Outdoor Festival - October 15, 2016 - 11a-5p: The request is for the one block of North Railroad Avenue between 8th street and 7th street. This outdoor festival will promote any outdoor activity. Vendors will line up along the street. Vendors such as Orvis, Outfitters, Bike Shops, North Face, Running businesses etc.

ARMY Car Show - October 29, 2016 - 2p-5p: The request is for the blocks of North Railroad Avenue between 10th street and 7th street. This display of cars and trucks will also include a trick or treat time for children. *Time may be adjusted based on AU Football game time.*

Outdoor Concert - November 3, 2016 - 10a-11p: The request is for the block of North Railroad Avenue between 8th street and 7th street. A large stage will be constructed and the concert will take place in the road. Additional activities and vendors will be located here also.

Autism Ride - November 19, 2016 - 8a-2p: The request is for the block in front of the Courthouse (between Avenue A and Avenue B). A motorcycle ride will be held for Lee County Autism group, and they have rented courthouse square for the day.



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1726)

Meeting: 08/02/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1726

Public Hearing for Demolition - 2803 Pepperell Pkwy

June 7, 2016

TO:

William Robert Chambers
2803 Pepperell Parkway
Opelika, AL 36801

William Robert Chambers
3681 Hawthorn Court
Auburn, AL 36830

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, William Robert Chambers is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 2803 Pepperell Parkway, Opelika, AL 36801

Legal Description: Lot 2, Block F, PEPPERELL SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 6 at Pages 4 and 5 in the Office of the Judge of Probate of Lee County, Alabama.

Parcel Identification Number: 43-09-14-3-000-085.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on May 9, 2016. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- X (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within

the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- X (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures

and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, August 2, 2016, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of June, 2016.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

TO:

**William Robert Chambers
2803 Pepperell Parkway
Opelika, AL 36801**

**William Robert Chambers
3681 Hawthorn Court
Auburn, AL 36830**

Parcel #: 09-06-14-3-000-085.000
Property Address: 2803 Pepperell Parkway
Opelika, AL 36801

Date of Notice: June 7, 2016

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika.

The repairs needed are listed below but not limited to the following:

Exterior:

- **Roof: Tear off, re-deck and re-roof.**
- **Replace all dilapidated siding with new.**
- **Scrape, prime, and paint entire house.**
- **Replace front door.**
- **Replace all deteriorated deck boards.**
- **Replace all deteriorated windows with new.**

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp

laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor coverings, and ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 7th Day of June, 2016.

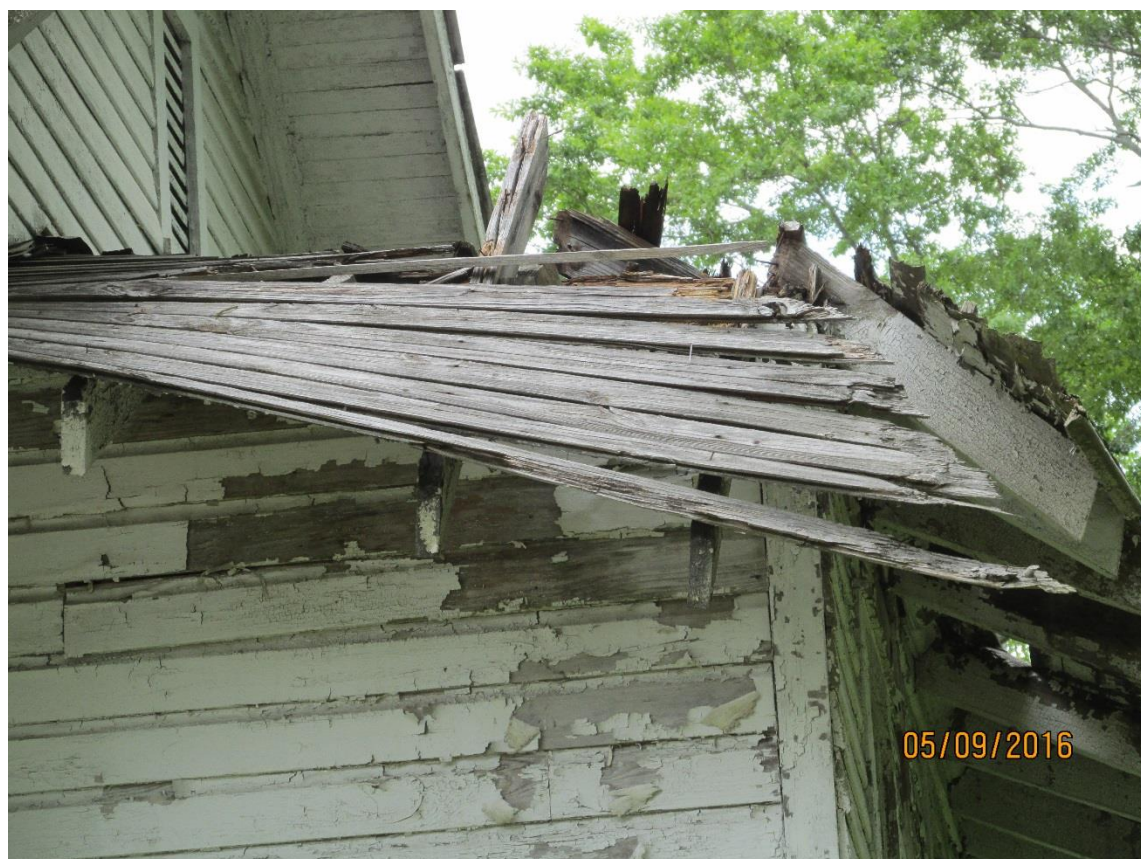
Sincerely,

**David R. Chapman
Building Inspector**

2803 Pepperell Parkway



Attachment: Photos of 2803 Pepperell Pkwy (1726 : Public Hearing for Demolition - 2803 Pepperell Pkwy)







City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1789)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1789

Public Hearing Weed Abatement Assessment - 105 Vaughan Avenue

WEED ABATEMENT INVOICE

Date: 07/20/2016

To: Walter & Sandra Smith (Steven Freeman)
455 Lee Rd 705
Opelika Al. 36801

Property Address:
105 Vaughn Ave
Opelika Al. 36801
Parcel # 10-04-18-1-001-077.000

On May 26, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>192.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>205.48</u>

Attachment: WEED INVOICE (1789 : Public Hearing Weed Abatement Assessment - 105 Vaughn Avenue)

To: Walter & Sandra Smith (Steven Freeman)
 455 Lee Rd 705
 Opelika Al. 36801

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 105 Vaughan Ave Parcel 43-10-04-18-1-001-077.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 105 Vaughan Ave, Parcel No. 077.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$205.48.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day August, 2016.

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

Dated this the 20th day of July, 2016.

 Jerry Bush
 Code Compliance Officer

Cc: Joey Motley – City Administrator
 Guy Gunter – City Attorney

Attachment: Weeds, NPH-Resolution, cost to abate, (1789 : Public Hearing Weed Abatement Assessment - 105 Vaughan Avenue)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1791)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1791

Public Hearing Weed Abatement Assessment - 501 S 4Th St.

WEED ABATEMENT INVOICE

Date: 07/20/2016

To: F D Boyd
486 Martin Avenue
Auburn Al. 36830

Property Address:
501 S 4th St.
Opelika Al. 36801
Parcel # 10-03-08-3-000-095.000

On June 7, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>200.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>212.98</u>

Attachment: WEED INVOICE (1791 : Public Hearing Weed Abatement Assessment - 501 S 4Th St.)

To: F D Boyd
 486 Martin Ave
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 501 S 4th St, Parcel 43-10-03-08-3-000-095.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 501 S 4th St., Parcel No. 095.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$212.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 20th day of July, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1791 : Public Hearing Weed Abatement Assessment - 501 S 4Th St.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1793)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1793

Public Hearing Weed Abatement Assessment - 509 1St Ave

WEED ABATEMENT INVOICE

Date: 07/20/2016

**To: Loretta L Wanat
11090 Woodruff Rd
Fairburn Ga. 30213**

**Property Address:
509 1st Ave
Opelika Al. 36801
Parcel # 10-03-07-1-002-128.000**

On June 13, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>250.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>262.98</u>

Attachment: WEED INVOICE (1793 : Public Hearing Weed Abatement Assessment - 509 1St Ave)

To: Loretta Wanat
 11090 Woodruff Rd.
 Fairburn Ga. 30213

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 509 1st Avenue, Parcel 43-10-03-07-1-002-128.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 509 1st Ave, Parcel No. 128.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$262.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 20th day of July, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1793 : Public Hearing Weed Abatement Assessment - 509 1St Ave)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1795)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1795

Public Hearing Weed Abatement Assessment - 505 S 4Th St

WEED ABATEMENT INVOICE**Date: 07/20/2016****To: Erhan & Tahira Sohail
730 Blowing Rock Way
Stone Mountain Ga. 30083****Property Address:
505 S 4th St.
Opelika Al. 36801
Parcel # 10-03-08-3-000-097.000**

On June 7, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>192.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>205.48</u>

Attachment: WEED INVOICE (1795 : Public Hearing Weed Abatement Assessment - 505 S 4Th St)

To: Erhan & Tahira Sohail
730 Blowing Rock Way
Stone Mountain Ga. 30083

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
505 S 4th St. Parcel 43-10-03-08-3-000-097.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 505 S 4th St., Parcel No. 097.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$205.48.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 20th day of July, 2016

Jerry Bush
Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1797)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Lillie Finley
Sponsors:

DOC ID: 1797

Public Hearing Weed Abatement Assessment - 1733 1St Ave

WEED ABATEMENT INVOICE**Date: 07/20/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 09-06-13-2-000-073.000**

On 06/13/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>176.9</u>
Certified mail:	<u>12.98</u>
Misc.	<u></u>
Total	<u>189.88</u>

Attachment: WEED INVOICE (1797 : Public Hearing Weed Abatement Assessment - 1733 1st Ave)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1733 1st Ave, Parcel 43-09-06-13-2-000-073.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1733 1st Ave, Parcel No. 073.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$189.88.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2ndth day of August, 2016.

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

Dated this the 20th day of July, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1797 : Public Hearing Weed Abatement Assessment - 1733 1St Ave)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 1799)

DOC ID: 1799

Public Hearing Weed Abatement Assessment - 308 Brannon Ave

WEED ABATEMENT INVOICE**Date: 07/21/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000**

On May 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>221.25</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>234.23</u>

Attachment: WEED INVOICE (1799 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)

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

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 308 Brannon Ave, Parcel 43-10-03-08-2-001-072.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, Parcel No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$234.23.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 21th day of July, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1799 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1803)

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 1803

Public Hearing Weed Abatement Assessment - 1812 Ridge St.

WEED ABATEMENT INVOICE

Date: July 21, 2016

To: Erhan & Tahira Sohail
730 Blowing Rock Way
Stone Mountain, GA 30083

Property Address:
1812 Ridge Street
Opelika, AL 36801
Parcel # 10-04-18-3-002-039.000

On 5/11/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$138.47</u>
Certified mail:	<u>\$ 12.98</u>
Misc.	<u> </u>
Total	<u>\$151.45</u>

Attachment: Weed Invoice 1812 Ridge St (1803 : Public Hearing Weed Abatement Assessment - 1812 Ridge St.)

To: Erhan & Tahira Sohail
 730 Blowing Rock Way
 Stone Mountain, GA 30083

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1812 Ridge Street, Parcel 43-10-04-18-3-002-039.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1812 Ridge Street, Parcel No. 039.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$ 151.45.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 21st day of July, 2016.

 Liz Wright
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 1806)

DOC ID: 1806

Public Hearing Weed Abatement Assessment - 200 Brannon Ave

WEED ABATEMENT INVOICE

Date: July 21, 2016

To: Flag Staff Bank
5151 Corporate Drive
Troy, MI 48098

Property Address:
200 Brannon Avenue
Opelika, AL 36801
Parcel # 10-03-08-2-002-086.000

On 6/23/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$350.52</u>
Certified mail:	<u>\$ 12.98</u>
Misc.	<u> </u>
Total	<u>\$363.50</u>

Attachment: Weed Invoice 200 Brannon (1806 : Public Hearing Weed Abatement Assessment - 200 Brannon Ave)

To: Flag Staff Bank
5151 Corporate Drive
Troy, MI 48098

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
200 Brannon Avenue, Parcel 43-10-03-08-2-002-086.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 200 Brannon Avenue, Parcel No. 086.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$ 363.50.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of August, 2016.

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

Dated this the 21 day of July, 2016.

Liz Wright
Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 176-16

Meeting: 08/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1815

UPS Maintenance - IT

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for UPS Maintenance for the Information Technology Department; and

WHEREAS, Gruber Technical, Inc. submitted the sole bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to Gruber Technical, Inc. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Gruber Technical, Inc. on an as needed basis.
3. That the Mayor be authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the ____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #16020 – We are asking the Council to approve a contract for UPS Maintenance

FACTS:

- Bid opening date – 7/18/16
- User department(s) – Information Technology
- The bid was mailed to 16 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to Gruber Technical, Inc. on their sole bid meeting specifications.**

BID# 16020 DATE: 7/18/16 DEPT: INFORMATION TECHNOLOGY					16 VENDORS INVITED		
DESCRIPTION: UPS MAINTENANCE							1 BID RECEIVED
	LOC 1: CITY HALL		LOC 3: PUBLIC WORKS				
	LOC 2: POLICE DEPT		LOC 4: SPORTSPLEX				
VENDOR NAME	LOC 1	LOC 2	LOC 3	LOC 4	TOTAL	TERMS	DISC
AMETEK/SOLIDSTATE CONTROLS							
CITY ELECTRIC SUPPLY COMPANY							
COMMUNICATIONS & ELECTRICAL SUPP							
CRITICAL COMPONENTS INC							
DC GROUP INC							
EATON CORPORATION							
GARRETT & SON INC							
INLINE ELECTRIC SUPPLY							
POWER PRO-TECH SERVICES INC							
SCHNEIDER ELECTRIC IT USA INC							
SEPS INC							
SIEMENS INDUSTRY INC							
SOUTHERN ELECTRIC CORPORATION							
SWIFT INDUSTRIAL POWER INC							
TAYLOR POWER SYSTEMS INC							
WALKER AND ASSOCIATES INC							
Gruber Technical, Inc.	\$ 1,768.00	\$ 2,447.20	\$ 1,535.20	\$ 1,535.20	\$ 6,411.13		INCL (-\$874.47)

Attachment: 8-2-16 - UPS MAINTENANCE 16020 - BID PKT (176-16 : UPS Maintenance - IT)



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 177-16

Meeting: 08/02/16 07:00 PM
Department: City Clerk
Category: Bid
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1819

Customer Install Services by On-Trac for OPS.

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL FOR CUSTOMER INSTALLATION SERVICES SUBMITTED BY ON TRAC, INCORPORATED

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) has built and constructed (1) a new municipal fiber network useful for smart grid applications and capable of telecommunications services of all types and (2) a television and telecommunications system (collectively the “Fiber Project”); and

WHEREAS, the City solicited bids (RFP #16018) to contract with a qualified firm to install new meters and related equipment, voice, video and data services via its fiber to the home (“FTTH”) infrastructure; and

WHEREAS, on June 27, 2016, bids were opened and On Trac, Incorporated was the sole bidder that responded to the Request for Proposal (RFP #16018); and

WHEREAS, where only one bidder responds to an invitation to bid, a municipality may negotiate a lower price with the successful bidder provided there is a no change in specifications; and

WHEREAS, the City heretofore entered into negotiations with On Trac that resulted in an amended proposal from On Trac with no change in the specifications; and

WHEREAS, the expected total life cycle costs in On Trac’s amended proposal are lower than the expected life cycle costs in the original bid (proposal); and

WHEREAS, substantial savings were achieved by the deletion of the following items from On Trac’s original bid proposal:

- a. Weekly supervision fee in the amount of \$500.00.
- b. Weekly fee in the amount of \$9,000.00 to cover costs, except for office and warehouse space.
- c. Weekly fee in the amount of \$577.00 for rent, taxes, insurance and utilities

Total weekly fees deleted: \$10,077.00; and

WHEREAS, although On Trac's rates in the amended proposal increased by an average of 20%, the City will realize substantial overall savings by the deletion of the above-referenced items; and

WHEREAS, On Trac's amended proposal is more favorable to the City than the original proposal when total life cycle costs are considered; and

WHEREAS, On Trac possesses the experience, knowledge and skills to deliver customer connection services to the City's customers in the FTTH network; and

WHEREAS, the City desires to contract with On Trac, Incorporated to provide said customer connection services; and

WHEREAS, an amended PROPOSAL FOR CUSTOMER INSTALLATION SERVICES (hereinafter the "Proposal") 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 Proposal.

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

1. That the amended PROPOSAL FOR CUSTOMER INSTALLATION SERVICES (the "Proposal") submitted by On Trac, Incorporated, 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 which approval shall be conclusively evidenced by execution and delivery of said Proposal.

2. That the Mayor is hereby authorized and directed to execute and deliver said Proposal in the name and on behalf of the City and such ancillary documents, contracts, applications, schedules, attachments, exhibits and certificates as necessary to carry into effect the purpose and intent of said Proposal and carry out fully the transactions contemplated therein on behalf of the City.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

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



SECTION 1:

ON TRAC'S PROPOSAL

We appreciate the opportunity to continue our partnership with the City of Opelika and Opelika Power Services. OPS has made history as the first public utility in the State of Alabama to deploy and offer telecommunication services through an all fiber network and we are proud to be your service partner in this endeavor. We trust that in these past three years that you have seen first hand On Trac's commitment to the industry and our long-term commitment to you, our client. For On Trac to continue providing services, our financial model will have to be adjusted in order for a business case to exist that allows us to stay in Opelika and below are the necessary adjustments.

1. On Trac, Incorporated will increase our full exhibit of rates at an overall **average of 20%**.
Some rates will be below 20% and some will be higher than 20% but the overall average will be 20%.
2. If given the opportunity to continue in this partnership then On Trac will start the process of acquiring a **State of Alabama Contractor's License**. Our previous agreement did not require this and we do have other state licenses that reciprocate with Alabama and so the process should move as fast as the state has exams.
3. If On Trac is required to submit bonds to OPS then On Trac will in turn invoice OPS back for any bond amount.

As you know from working with us, we are completely open to further dialogue to work out the finer points of this agreement.



SECTION 5:

TASK IDENTIFICATION FOR REQUESTED SERVICES

Inside Wiring

Section A Residential Wiring

Residential Premise Install - Single Play

OPS-1001 \$135.35

Includes *activation* of existing or *installation* of one (1) voice, or one (1) data, or three (3) video outlets.
The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Residential Premise Install - Double Play

OPS-1002 \$177.45

Includes *activation* of existing or *installation* of a new double play combination of one (1) voice, or one (1) data, or three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Residential Premise Install - Triple Play

OPS-1003 \$221.50

Includes *activation* of existing or *installation* of new combined services of a triple play combination of one (1) voice, or one (1) data, or three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Additional Residential Outlet w/ Install or Reconnect – New Outlet

OPS-1010 \$51.10

Includes *installation* of a *new* additional outlet for (1) voice outlet or (1) video outlet or (1) data outlet at the time of an install or reconnect.

When applicable, includes:

- Installation of (1) cable run
- Installation of "New Home-run" Cat5 or twisted pair cables
- Wall plates and connectors
- The provisioning of (1) computer (if data)
- The provisioning of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- The testing of handset
- Customer education on devices and remote

Additional Residential Outlet w/ Change Order – New Outlet

OPS-1010-CO \$51.10

Includes *installation* of a *new* additional outlet for (1) voice outlet or (1) video outlet or (1) data outlet at the time of a Change Order.

When applicable, includes:

- Installation of (1) cable run
- Installation of "New Home-run" Cat5 or twisted pair cables
- Wall plates and connectors
- The provisioning of (1) computer (if data)
- The provisioning of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- The testing of handset
- Customer education on devices and remote

Additional Residential Outlet w/ Install or Reconnect – Existing Outlet

OPS-1011 \$41.00

Includes *activation* of an *existing* outlet for (1) voice outlet or (1) video outlet or (1) data outlet at the time of an install or reconnect.

When applicable, includes:

- Wall plates and connectors
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- The provisioning of (1) computer (if data)
- The provisioning of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- The testing of handset
- Customer education on devices and remote

Additional Residential Outlet w/ Change Order – Existing Outlet

OPS-1011-CO \$41.00

Includes *activation* of an *existing* outlet for (1) voice outlet or (1) video outlet or (1) data outlet at the time of a Change Order.

When applicable, includes:

- Wall plates and connectors
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- The provisioning of (1) computer (if data)
- The provisioning of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- The testing of handset
- Customer education on devices and remote

Internal Universal Power Source

OPS-1013 \$16.05 Each

Includes the installation of power cable from UPS to ONT at the time of install.

- Install power cable from outlet to UPS
- Mount power supply

Residential Premise Assistance

OPS-1015 \$61.80 per hour

Hourly rate to perform ad-hoc services at the customer premise as required by service provider, and as pre-approved by OPS representative.

Accompanied by Mobilization Charge if separate trip.

Residential Premise Wallfish

OPS-1020 \$85.60

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables.

NOTE: Wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges

Residential Premise Reconnect - Single Play

OPS-1021 \$110.75

Includes *re-activating* an address that was previously served with FTTH service through *activation* of one (1) existing voice or one (1) existing data or three (3) existing video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Residential Premise Reconnect - Double Play

OPS-1022 \$135.35

Includes *re-activating* an address that was previously served with FTTH service through *activation* of an existing double play combination of one (1) voice, one (1) data, or three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Residential Premise Reconnect - Triple Play

OPS-1023 \$160.00

Includes *re-activating* an address that was previously served with FTTH service through *activation* of an existing triple play combination of one (1) voice, one (1) data, and three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

Single STB Installation

OPS-1025 \$51.10

Includes *installation* of a new STB.

When applicable, includes:

- Installation of (1) cable run
- Wall plates and connectors
- The provisioning of (1) STB per drop
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- Customer education on devices and remote

Home Gateway Installation

OPS-1026 \$42.15

Includes the activation and provisioning of router at time of install or reconnect. Includes connecting up to three (3) wireless devices on WEP encryption (4th and subsequent devices will be installed as additional outlets).

Meter Exchange

OPS-1027 \$16.50 Each

When applicable, includes:

- Removing old power meter
- Recording serial# of meter
- Recording last meter reading and address
- Placing new meter and recording serial# if applicable
- Recording of the meter tag
- Taking a digital photo of new meter
- The mobilization rate will not be applicable to this function

Residential Premise Mobilization

OPS-1030 \$9.10

This fee is associated with any truck roll from one location to the next on primary billing items.

This item excludes secondary billing items associated with a primary task.

Inside Wiring

Section B Business Wiring

Business Install / Reconnect – Voice / Data / Video Demarcs

OPS-2001 \$61.80

Includes:

- Installation of a phone demarc (66 block)
- Installation of phone equipment as needed (voice IAD and power supply)
- Installation of video demarc
- Installation of data demarc (RJ-45 Surface Mount Jack)
- Run RG-6 coax jumper with compression connectors from the RF output of the ONT, and terminate into a ground block RF documentation on low, medium, and high frequencies.

Unique efforts requiring more than 30 minutes shall fall under Business Assistance.

All voice / data / video activity occurs on service provider side of demarc.

Additional Business Outlet – New Outlet

OPS-2010 \$69.00

Includes *installation* of a new additional outlet for (1) voice outlet or (1) video outlet or (1) data outlet. When applicable, includes:

- Installing or replacing connectors and wall plates
- Provisioning of (1) computer (if data)
- Installation of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- The testing of handset
- Test fax sent, if applicable
- Customer education on devices and remote

All voice / data / video activity occurs on the customer's side of demarc.

Additional Business Outlet – Existing Outlet

OPS-2011 \$51.00

Includes *activation* of an existing outlet for (1) voice outlet or (1) video outlet or (1) data outlet. When applicable, includes:

- Installing or replacing connectors and wall plates
- Provisioning of (1) computer (if data)
- Installation of (1) STB per drop (if video)
- The connection of STB to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theatre systems, and video gaming stations
- The testing of handset
- Test fax sent, if applicable
- Customer education on devices and remote

All voice / data / video activity occurs on the customer's side of demarc.

Business Assistance

OPS-2015 \$61.80 per hour

Hourly rate to perform ad-hoc services at the demarc as required by service provider, or on customer side of demarc as requested by the subscriber, including but not limited to voice wiring cutover or data wiring cutover from incumbent demarc to the new demarc. Must be pre-approved by OPS representative. *Accompanied by mobilization charge.*

Business Wallfish

OPS-2020 \$85.60

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables.

NOTE: Wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges

All wallfish activity occurs on the customer's side of demarc.

Business Mobilization

OPS-2030 \$9.10

This fee is associated with any truck roll from one location to the next on primary billing items. This item excludes secondary billing items associated with a primary task.

Outside Plant

Section A Residential Aerial Drops

Hang and Light Residential Service Drop

OPS-3001 \$203.00

Includes:

- Aerial service drop up to 500'
- All "bump" poles and mid-spans
- Observing proper clearances
- Observing proper drop routing
- Installing all necessary hardware on poles, i.e., j-hooks, span clamps, etc.
- Installing all necessary hardware at house, i.e., house hook, weather-head clamp, flat fiber drop clamps, screws and anchors
- Mounting ONT
- Fusion splices in closure and ONT
- Patch down at LCC cabinet
- Record optical power meter readings

Residential Service Drop (Over 500')

OPS-3003 \$0.27 per ft.

Includes additional per foot charge when aerial service drops exceed 500'. Footage readings will be documented from 501' to end of drop.

Light Residential Service Drop Only

OPS-3004 \$108.30

Includes:

- Remove vault lid or open pedestal
- Uncoil fiber cable to full length
- Dress out drop cable to primary cable(s)
- Enter closure with drop cable
- Prep fiber cable and install buffer tube into fiber tray
- Mounting ONT if necessary
- Fusion splice in closure and ONT
- Patch down at LCC cabinet
- Record optical power meter readings
- Re-seal closure
- Neatly coil fiber in vault
- Close vault lid and seal

Install Power Collar at Meter – Same Trip**OPS-3015 \$15.00 Each**

When applicable, includes:

- Removing old power meter
- Recording serial# of meter
- Recording last meter reading and address
- Installation of power collar
- Placing new meter and recording serial# if applicable
- Wiring DC power line from meter to portal
- All training and certification for this process will be strictly observed

Install Power Collar at Meter – Separate Trip**OPS-3016 \$30.00 Each**

When applicable, includes:

- Removing old power meter
- Recording serial# of meter
- Recording last meter reading and address
- Installation of power collar
- Placing new meter and recording serial# if applicable
- Wiring DC power line from meter to portal
- All training and certification for this process will be strictly observed

Residential OSP Mobilization**OPS-3030 \$9.10**

This fee is associated with any truck roll from one location to the next on primary billing items. This item excludes secondary billing items associated with a primary task.

Outside Plant

Section B Business Aerial Drops

Hang and Light Business Service Drop (ONT Interior)

OPS-4001 \$230.10

Includes:

- Customer Interaction and ONT installed inside business
- Aerial service drop up to 500'
- All "bump" poles and mid-spans
- Observing proper clearances
- Observing proper drop routing
- Installing all necessary hardware on poles, i.e., j-hooks, span clamps, etc.
- Installing all necessary hardware at business, i.e., house hook, weather-head clamp, flat fiber drop clamps, screws and anchors
- Installing ONT, power supply, drop inside business location
- Fusion splices in closure and ONT
- Patch down at LCC cabinet
- Record optical power meter readings

Hang and Light Business Service Drop (ONT Exterior)

OPS-4002 \$194.20

Includes:

- Aerial service drop up to 500'
- All "bump" poles and mid-spans
- Observing proper clearances
- Observing proper drop routing
- Installing all necessary hardware on poles, i.e., j-hooks, span clamps, etc.
- Installing all necessary hardware at business, i.e., house hook, weatherhead clamp, flat fiber drop clamps, screws and anchors
- Installing ONT, power supply, drop outside business location
- Fusion splices in closure and ONT
- Patch down at LCC cabinet
- Record optical power meter readings

Business Service Drop (Over 500')

OPS-4003 \$0.27 per ft.

Includes additional per foot charge when aerial service drops exceed 500'. Footage readings will be documented from 501' to end of drop.

Light Business Service Drop Only**OPS-4004 \$108.30**

Includes:

- Remove vault lid or open pedestal
- Uncoil fiber cable to full length
- Dress out drop cable to primary cable(s)
- Enter closure with drop cable
- Prep fiber cable and install buffer tube into fiber tray
- Mounting ONT if necessary
- Fusion splice in closure and ONT
- Patch down at LCC cabinet
- Record optical power meter readings
- Re-seal closure
- Neatly coil fiber in vault
- Close vault lid and seal

Business OSP Mobilization**OPS-4030 \$9.10**

This fee is associated with any truck roll from one location to the next on primary billing items. This item excludes secondary billing items associated with a primary task.

Outside Plant

Section C Underground Drops

Direct Bury Service Drop (Up to 200')

OPS-5001 \$227.65

Includes:

- Fiber drop routed into vault or pedestal
- UG service drop buried (avg. depth 8-10") up to 200'
- "U" guard or conduit protection at pole and/or house
- Restoration of grounds
- Slack fiber coil left neatly at house

Direct Bury Service Drop (Over 200')

OPS-5002 \$0.45 per ft.

Includes:

- Additional per foot charge when UG service drop from closure to ONT exceeds 200'
- Restoration of grounds

Driveway / Sidewalk Bore

OPS-5010 \$8.45 per ft.

Includes:

- Bore pits
- Ground restoration

Underground Conduit Pull

OPS-5015 \$0.50 per ft.

Includes:

- Pulling one flat fiber service drop through conduit
- Pulling tracer wire if necessary

Hand Bury Conduit

OPS-5016 \$6.00 per ft.

Includes:

- Hand trenching of ¾" conduit

Trenching (Single Conduit)

OPS-5020 \$6.00 per ft.

Includes:

- The placement of conduit up to 2" diameter, up to 24" deep by method of trenching
- Unit to include back fill and ground restoration

Trenching (Additional Conduit)

OPS-5021 \$1.00 per ft.

Includes:

- The installation of one additional conduit up to 2" diameter, in existing open trench

Underground OSP Mobilization

OPS-5030 \$9.10

This fee is associated with any truck roll from one location to the next on primary billing items. This item excludes secondary billing items associated with a primary task.

Missile Bore (Code 5.16)

OPS-5040 \$8.00 per ft.

Includes:

- The placement of conduit up to 2" diameter, up to 24" deep by method of missile boring
- Unit to include back fill and ground restoration

Directional Bore / Up to 5" Diameter

OPS-5045 \$14.50 per ft.

Includes all set up and the placing of conduit or inner duct. Directional bore measurements are determined by the linear foot measurements at the ground surface (or equivalent such as over water at ground level) for the intended path as provided by the engineering work order or as otherwise provided by a Company Representative.

Directional Bore / Additional – Up to 5" Diameter

OPS-5046 \$11.00 per ft.

Each additional conduit or inner duct.

Directional Bore / 5" – 10" Diameter

OPS-5047 \$18.50 per ft.

Includes all set up and the placing of conduit or inner duct. Directional bore measurements are determined by the linear foot measurements at the ground surface (or equivalent such as over water at ground level) for the intended path as provided by the engineering work order or as otherwise provided by a Company Representative.

Directional Bore / Additional – 5” – 10” Diameter**OPS-5048 \$15.50 per ft.**

Each additional conduit or inner duct.

Vault Installation – Small Hand Vault**OPS-5050 \$157.50 per**

Install small, flush with grade, hand vault per manufacturer's specifications. Transition conduits and/or drop cables at specified elevations, seal conduits if required. Install hand vault lid. Install gravel that will be provided by customer.

Vault Installation – Medium Hand Vault**OPS-5051 \$213.00 per**

Install medium, flush with grade, hand vault per manufacturer's specifications. Transition conduits and/or drop cables at specified elevations, seal conduits if required. Install hand vault lid. Install gravel that will be provided by customer.

Vault Installation – Large Hand Vault**OPS-5052 \$297.50 per**

Install large, flush with grade, hand vault per manufacturer's specifications. Transition conduits and/or drop cables at specified elevations, seal conduits if required. Install hand vault lid. Install gravel that will be provided by customer.

Outside Plant

Section D Mainline

Underground NAP, MCA or Re-Splice Closure (Prep 0-96 fibers)

OPS-6001 \$114.00

When applicable, includes:

- Installation of an underground Network Access Point (NAP), Mid Cable Access (MCA) or Reel End (RE) splice closure per current OPS and manufacturer standards and specifications
- The preparation of all fiber cables, buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after final entry
- Placement of cable storage and closure into vault

Underground NAP, MCA or Re-Splice Closure (Prep 97 or more fibers)

OPS-6002 \$139.50

When applicable, includes:

- Installation of an underground Network Access Point (NAP), Mid Cable Access (MCA) or Reel End (RE) splice closure per current OPS and manufacturer standards and specifications
- The preparation of all fiber cables, buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after final entry
- Placement of cable storage and closure into vault

Aerial MCA or Re-Splice Closure (Prep 1-96 fibers)

OPS-6003 \$133.00

When applicable, includes:

- Installation of an underground Network Access Point (NAP), Mid Cable Access (MCA) or Reel End (RE) splice closure per current OPS and manufacturer standards and specifications
- The preparation of all fiber cables, buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after final entry
- Placement of the closure into sno-shoe storage brackets on the support structure

Aerial MCA or Re-Splice Closure (Prep 97 or more fibers)

OPS-6004 \$162.00

When applicable, includes:

- Installation of an underground Network Access Point (NAP), Mid Cable Access (MCA) or Reel End (RE) splice closure per current OPS and manufacturer standards and specifications
- The preparation of all fiber cables, buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after final entry
- Placement of the closure into sno-shoe storage brackets on the support structure

Pole Mount NAP Splice Closure Install & Prep

OPS-6005 \$148.50

When applicable, includes:

- Installation of a pole mounted Network Access Point (NAP) splice closure per current OPS and manufacturer standards and specifications
- Installation of U-guard
- Preparation of all fiber cables, buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after final entry
- Placement of NAP onto pole using mounting hardware

Fiber Optic Splicing (1-96)

OPS-6006 \$18.50

Includes core alignment splicing at closure locations requiring between 1 and 96 splices.

Fiber Optic Splicing (97 and above)

OPS-6007 \$15.00

Includes core alignment splicing at closure locations requiring 97 or more splices.

Test and Document Terminated Fiber Strand

OPS-6008 \$5.40

Includes testing and documentation for terminated/spliced fiber strands as required by OPS standards for Bi-directional fiber testing.

Test and Document Access Fiber Strand

OPS-6009 \$3.60

Includes testing and documentation for spliced access fiber strands, terminated on one end, as required by OPS standards for Uni-Directional fiber testing.

Wall Mount Closure (*as requested by owner*)

OPS-6010 \$126.00

When applicable, includes:

- Installation of a wall mounted Mid Cable Access splice closure per current OPS and manufacturer standards and specifications
- The preparation of all fiber cables, buffer tubes, trays and fibers for splicing
- The labeling and photographs of cable, closure, and trays

Install Fiber Optic Patch Panel Inside HUB Building (*as requested by owner*)

OPS-6011 \$45.00

When applicable, includes:

- The mounting of a pre-terminated fiber optic patch panel per current OPS and manufacturer standards and specifications
- Mounting into an existing rack in a Hub building
- Routing of pigtailed to splice location

Re-enter Existing UG Closure (*as requested by owner*)**OPS-6012 \$81.00**

When applicable, includes:

- Re-entry to an existing closure for additional work as requested by the owner
- The preparation of buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after splicing and testing

Re-enter Existing Aerial / Pole Mount Closure (*as requested by owner*)**OPS-6013 \$103.50**

When applicable, includes:

- Re-entry to an existing Aerial / Pole mount closure as required for additional work as requested by the owner
- The preparation of buffer tubes, trays, and fibers for splicing
- The labeling and photographs of cable, closure, and trays after splicing and testing
- The placement of the closure into snow-shoe storage brackets on the support structure

Fiber Optic Splicing Inside HUB Building (*as requested by owner*)**OPS-6014 \$18.00**

Includes core alignment splicing inside the controlled environment of a Hub building or other similar environmentally controlled building.

Test and Document 1x32 Optical Splitter (*as requested by owner*)**OPS-6015 \$38.00**

Includes verification of 32 splitter ports tested to OPS and manufacturer standards and specifications.

Fiber Technician (*as requested by owner*)**OPS-6016 \$86.65 per hour**

When applicable, includes:

- Hourly rate for additional work that is not already in the scope of one of the other units listed in this document
- A fully equipped fiber technician with hand tools, tent, ladders, consumables, test equipment, fusion splicer, and any other equipment necessary for splicing and testing fiber

Portable Splicing Lab or Trailer (*as requested by owner*)**OPS-6017 \$10.00 per hour**

Includes hourly rate for additional equipment that is not already in the scope of one of the other units listed in this document, if required for splicing.

Bucket Truck (*as requested by owner*)**OPS-6018 \$65.45 per hour**

Includes hourly rate for additional equipment that is not already in the scope of one of the other units listed in this document, if required for aerial work.

Fiber Optic Cable Inside Building (as requested by owner)**OPS-6019 \$184.00**

When applicable, includes:

- Installation of innerduct and fiber optic cable inside building per current OPS and manufacturer standards and specifications
- The routing and preparation of fiber cable, buffer tubes, trays, and fibers for splicing inside building
- The labeling and photographs of cable, closure, and trays after testing

Install Fiber Pigtails Inside Building (as requested by owner)**OPS-6020 \$120.00**

When applicable, includes:

- Cleaning and installation of pigtails into each patch panel
- Routing of pigtails to splice location

Service & Maintenance

Technical Representation – Weekday

OPS-7001 \$61.80 per hour – Technician w/ Standard Truck

OPS-7002 \$70.00 per hour – Technician w/ Bucket Truck

When applicable, includes:

- The weekday (Monday 7AM – Friday 6PM) service / maintenance for any FTTH issue per hour / per person

Technical Representation – Weekend

OPS-7011 \$90.75 per hour – Technician w/ Standard Truck

OPS-7012 \$100.25 per hour – Technician w/ Bucket Truck

When applicable, includes:

- The weekend (Friday 6PM – Monday 7AM) service / maintenance for any FTTH issue per hour / per person

Technical Representation – Holiday

OPS-7021 \$115.75 per hour – Technician w/ Standard Truck

OPS-7022 \$130.50 per hour – Technician w/ Bucket Truck

When applicable, includes:

- The holiday (12:00AM – 11:59PM) service / maintenance for any FTTH issue per hour / per person

Stand-By Service Technician

OPS-7025 \$210.00 Per Week

Includes a 24-hour service technician to answer and respond to all FTTH issues from customer on a per-week (7 day) basis.

Multi-Dwelling Units

Post Wire / Multi-Dwelling Units

OPS-8001 \$55.00

Includes home run wiring for Video, Data, and/or Voice per cable including coaxial, category 5, twisted pair and/or power cables in a specific location for an existing unit.

Pre Wire / Multi-Dwelling Units

OPS-8002 \$40.00

Includes home run wiring for Video, Data, and/or Voice per cable including coaxial, category 5, twisted pair, and/or power cables in a specific location for a unit that is under new construction / pre-sheetrock.

Wallfish / Multi-Dwelling Units

OPS-8003 \$85.60 Each

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables. NOTE: Wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges.

Hourly – Custom Service / Multi-Dwelling Units

OPS-8004 \$61.80 per hour

This work will be invoiced on a pre-approved basis, per man / per hour, including but not limited to;

- Housings for battery backups
- Wire molding installation
- Fiber closures mounted on interior
- Drops routed from interior closures to apartments if design requires

Trim Outs / Multi-Dwelling Units

OPS-8005 \$13.00

Includes all necessary wall plates, toning and tagging for drops at demarcation point.

Hourly – MDU Design

OPS-8010 \$61.80 per hour

Including but not limited to: coordinating design and approval(s) with property owners and/or associations and OPS Engineering team. This will include final design that technicians will use for installation.

MDU Activation / Reconnect - Single Play

OPS-8021 \$110.75

Includes *re-activating* an address that was previously served with FTTH service through *activation* of one (1) existing voice or one (1) existing data or three (3) existing video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

MDU Activation / Reconnect - Double Play

OPS-8022 \$135.35

Includes *re-activating* an address that was previously served with FTTH service through *activation* of an existing double play combination of one (1) voice, one (1) data, or three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

MDU Activation / Reconnect - Triple Play

OPS-8023 \$160.00

Includes *re-activating* an address that was previously served with FTTH service through *activation* of an existing triple play combination of one (1) voice, one (1) data, and three (3) video outlets. The following reflects further detail of the connection and testing standards for any install service.

Voice connection includes:

- *Installation* of a voice NID
- *Activation* of all handsets in a "loop" or radial configuration (considered as a single outlet)
- "New Home-run" Cat5 or twisted pair cables *will be invoiced as an additional residential outlet*
- Test fax sent, if applicable
- Dial tone and ringer checked on all handsets

Data connection includes:

- *Installation* of (1) Cat5 cable run from ONT to customers preferred location, if applicable
- Additional computers beyond one (1) requiring *installation* or *activation* of a Cat5 data line *will be invoiced as an additional residential outlet*
- *Activation* and/or *installation* of data services through an existing wired or wireless router
- Customer email set-up if required
- Validation / speed testing of Cat5 cable

Video connection includes:

- Installation of a splitter enclosure
- Connection of STBs to most common in-line devices such as; DVD/Blu-Ray players, simple "Box" home theater systems and video gaming stations
- *Activation* and/or *Installation* of three (3) STBs, if applicable
- *Activation* of additional TVs with STBs beyond three (3) *will be invoiced each as an additional residential outlet*
- All pre-wired TVs without STBs will be comprehensively included (an excessive number of outlets may be subject to custom charges if pre-approved by OPS representative)
- Each new video outlet that is run *will be invoiced as an additional residential outlet*
- Validation/testing of video RF levels and/or noise test for IPTV

Installation standards common to voice, data, and video connectivity include the following:

- Customer education on all applicable products and services
- One (1) wallfish from "top-plate" down to wall plate
NOTE: wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges
- Connectors on all cabling will be installed or replaced as necessary
- Coordination with NOC to provision correct level of services for ONT
- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Existing cabling that has passed validation and testing will be "tightened up" for aesthetic quality and technical performance but may not appear as "brand new", and may vary from Best Practices Methods regarding structured cable specifications
- Distribution of customer education materials provided by owner

*All MDU projects require a pre-construction walk-out to determine complex prewire / postwire cost and design.
On Trac will have a supervisor available for the survey walk-out.*

RESOLUTION NO. (ID # 1474)

Order a Demolition - 600 Meadow Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-3-001-001.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, The Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Selwyn Jones, as Trustee of the Buryl C. Jones Revocable Trust, is the person last assessing the subject property for state taxes; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to The Beryl C. Jones Revocable Trust, Selwyn Jones, Trustee, 3640 Robert E Lee Drive, Millbrook, AL 36054; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, February 16, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 600 Meadow Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, February 16, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 600 Meadow Avenue, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-10-04-18-3-001-001.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

RESOLUTION NO. (ID # 1607)

Order a Demolition - 1003 Alton Court - Inspection. - Tabled

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1003 ALTON COURT, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-4-001-044.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1003 Alton Court, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-4-001-044.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Marvin Dooley is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Paul Pollard is the person last assessing the subject property for state taxes; and

WHEREAS, Paul Pollard and AVCO Financial Services, Inc., are the mortgagees of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Paul Pollard, 1005 Alton Court, Opelika, AL 36801; AVCO Financial Services, Inc., 3715 Pepperell Parkway, Opelika, AL 36801 and Marvin Dooley, 515 Fox Run Parkway, #9A, Opelika, AL 36801; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, May 17, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1003 Alton Court is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, May 17, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1003 Alton Court, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1003 Alton Court, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-4-001-044.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot #13 and the East half of Lot #14, Block B, JOHNSTON SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 3 at Page 57 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-09-06-13-4-001-044.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials

resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Marvin Dooley
515 Fox Run Parkway, #6D
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

AVCO Financial Services, Inc.
3715 Pepperell Parkway
Opelika, AL 36801



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)

RESOLUTION NO. (ID # 1722)

Authorize a Demolition - 1113 Lake Street - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1113 LAKE STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-2-001-046.005 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1113 Lake Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-2-001-046.005, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Bartlett Howard, d/b/a PM Holdings, is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Bartlett Howard, d/b/a PM Holdings is the person last assessing the subject property for state taxes; and

WHEREAS, Bartlett Howard furnished to the City an unrecorded statutory warranty deed dated as of January 29, 2015 allegedly conveying the property described in this Resolution to LBJ & Associates; and

WHEREAS, LBJ & Associates is purportedly the fee simple owner of the above-described property; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to LBJ & Associates, c/o L. Bernard Jackson, and Bartlett Howard, d/b/a PM Holdings, 134 Catherine Circle, Cartersville, GA 30120; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, July 19, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1113 Lake Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, July 19, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1113 Lake Street, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1113 Lake Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-2-001-046.005, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 1-E, A, SUBDIVISION OF LOT 1-A, ZUBER VALLEY SUBDIVISION, SECOND ADDITION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 17, Page 156, in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-04-18-2-001-046.005, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: Bartlett Howard
d/b/a PM Holdings
134 Catherine Circle
Cartersville, GA 30120

LBJ & Associates
c/o L. Bernard Jackson
506 Avenue A
Opelika, AL 36801

LBJ & Associates
c/o L. Bernard Jackson
814 N. College Street
Auburn, AL 36830

RESOLUTION NO. 178-16

Expense Reports from Various Departments.**RESOLUTION NO. _____**

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

-) That the following 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
-----	-----	
Jon Hayes	Accounting	179.28
Terry White	OES	157.09
Tyler Chaffee	ED	425.52

-) 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 _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Terry White

DEPARTMENT

Environmental Services

PERIOD ENDING

7/19/2016

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU 7.14.16	Hoover, AL							10.21				10.21
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	146.88	0.00	10.21	0.00	0.00	0.00	157.09

WEEKLY TOTAL EXPENSES ↑

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To P.O.		
			Exts Verified		
			Footing Verified		
			Inv. Price Bio Price		
			Ok To Pay		
			A/C # Verified		

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

AACA Quarterly Meeting

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Meal charged on personal credit card.

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
7.14.16	272 miles @ \$0.54/mile	146.88
Total		146.88

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING 7-29-16

NAME Jon HayesDEPARTMENT Accounting

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DAY	CITY AND STATE	LODGING	AIR, RAIL, ETC.	TRANSPORTATION			BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
				RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												

179.28

179.28

179.28

179.28

WEEKLY TOTAL OF EXPENSES \$

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To P.O. _____		
			Exts Verified _____		
			Footing Verified _____		
			Inv. Price Bio Price _____		
			Ok To Pay _____		
			A/C # Verified _____		

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Attend seminars

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

OR

☒ MAIL Deliver
TO:

Jon Hayes

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
	See attach- Schedule	179.28

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

44B-950N • Carbonless Sp
©1999 Rediform

Packet Pg. 110

Tyler Chaffee

ECONOMIC DEVELOPMENT

Period Ending

ITEMIZE ALL REIMBURSABLE EXPENSE IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY

ITEMIZE ALL REIMBURSABLE EXPENSE IN ALL PROGRAMS														
		TRANSPORTATION						BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
6/9-10/16		Prattville, AL						79.38						79.38
6/14/2016		Opelika, AL						4.32						4.32
6/15/2016		Opelika, AL						20.52						20.52
6/16/2016		Auburn, AL						16.2						16.20
6/24/2016		Opelika, AL						8.1						8.10
6/28/2016		Opelika, AL						8.1						8.10
6/30/2016		Opelika, AL						8.1						8.10
7/21/2016		Auburn, AL						16.2						16.20
7/23-27/16		Orange Beach, AL						264.6						264.60
								0						
								0						
								0						
								0						
								0						
								0						
								0						
			0.00	0.00	0	0	0.00	425.52	0.00	0.00	0	0	0	425.52
WEEKLY TOTAL OF EXPENSES														

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL						NUMBER OF DAYS AWAY FROM HOME
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
						100%
						100%
				Agree To P.O.		100%
				Exts Verified		100%
				Footing Verified		100%
				Inv. Price Bio Price		100%
				Ok To Pay		100%
				A/C # Verified		

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
 0
 % OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
 0
 NATURE OR PURPOSE OF TRAVEL
 Personal Auto Travel Expense
 METHOD OF REIMBURSEMENT
☐
 DEDUCT FROM M1 OR

		ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.			AMOUNT
6/9-10/16	Mileage	Prattville, AL	147	79.38
6/14/2016	Mileage	Opelika, AL	8	4.32
6/15/2016	Mileage	Opelika, AL	38	20.52
6/16/2016	Mileage	Auburn, AL	30	16.2
6/24/2016	Mileage	Opelika, AL	15	8.1
6/28/2016	Mileage	Opelika, AL	15	8.1
6/30/2016	Mileage	Opelika, AL	15	8.1
7/21/2016	Mileage	Auburn, AL	30	16.2
7/23-27/16	Mileage	Orange Beach, AL	490	264.6

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

METHOD OF REIMBURSEMENT

DEDUCT FROM M1 OR

SIGNATURE

APPROVED BY

Packet Pg. 111

Attachment: CM 8-02-16, expense report (2) (178-16 : Expense Reports from Various Departments.)

RESOLUTION NO. 179-16

Designate City Personal Property Surplus & Authorize Disposal**RESOLUTION NO. _____**

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2007 Freight Liner Knuckle-Boom	87002487
2.	1	Ea.	Ramer Trailer	87002184

SECTION 2. That the Mayor he is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 180-16

Resolution for Demolition - 2803 Pepperell Pkwy

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 2803 PEPPERELL PARKWAY, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-09-06-14-3-000-085.000 IN COMPLIANCE WITH
SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 2803 Pepperell Parkway, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-14-3-000-085.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, William Robert Chambers is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, William Robert Chambers is the person last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to William Robert

Chambers, 2803 Pepperell Parkway, Opelika, AL 36801 and to William Robert Chambers, 3681 Hawthorn Court, Auburn, AL 36830; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, August 2, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 2803 Pepperell Parkway is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, August 2, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 2803 Pepperell Parkway, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 2803 Pepperell Parkway, Opelika, Alabama, Parcel I.D. Number: 43-09-14-3-000-085.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 2, Block F, PEPPERELL SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 6 at Pages 4 and 5 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-09-14-3-000-085.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owner of the property as the information appears on the records of the office of the Revenue Commissioner and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: William Robert Chambers
2803 Pepperell Parkway
Opelika, AL 36801

William Robert Chambers
3681 Hawthorn Court
Auburn, AL 36830

RESOLUTION NO. 181-16

Weed Abatement Assessment - 105 Vaughan Avenue.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
105 Vaughan Ave, Parcel No. 077.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 105 Vaughan Ave, parcel no. 077.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 105 Vaughan Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$205.48 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 105 Vaughan Ave., Parcel no. 077.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-1-001-077.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 07/20/2016****To: Walter & Sandra Smith (Steven Freeman)
455 Lee Rd 705
Opelika AL. 36801****Property Address:
105 Vaughn Ave
Opelika AL. 36801
Parcel # 10-04-18-1-001-077.000**

On May 26, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>192.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>205.48</u>

Attachment: WEED INVOICE (181-16 : Weed Abatement Assessment - 105 Vaughn Ave)

RESOLUTION NO. 182-16

Weed Abatement Assessment - 501 S. 4Th Street.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
501 S 4th St., Parcel No. 095.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 501 S 4th St., parcel no. 095.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 501 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$212.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 501 S 4th St, Parcel no. 095.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-095.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 07/20/2016

**To: F D Boyd
486 Martin Avenue
Auburn Al. 36830**

**Property Address:
501 S 4th St.
Opelika Al. 36801
Parcel # 10-03-08-3-000-095.000**

On June 7, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>200.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>212.98</u>

Attachment: WEED INVOICE (182-16 : Weed Abatement Assessment - 501 S 4Th St.)

RESOLUTION NO. 183-16

Weed Abatement Assessment - 509 1St Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
509 1st Ave, Parcel No. 128.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 509 1st Ave, parcel no. 128.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 509 1st Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$262.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 509 1st Ave, Parcel no. 128.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-07-1-002-128.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 07/20/2016****To: Loretta L Wanat
11090 Woodruff Rd
Fairburn Ga. 30213****Property Address:
509 1st Ave
Opelika Al. 36801
Parcel # 10-03-07-1-002-128.000**

On June 13, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>250.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>262.98</u>

Attachment: WEED INVOICE (183-16 : Weed Abatement Assessment - 509 1St Ave)

RESOLUTION NO. 184-16

Weed Abatement Assessment - 505 S 4Th St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
505 S 4th St., Parcel No. 097.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 505 S 4th St., parcel no. 031.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 505 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

receiving and

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

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$205.48 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 505 S 4th St. Court, Parcel no. 097.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-097.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 07/20/2016

**To: Erhan & Tahira Sohail
730 Blowing Rock Way
Stone Mountain Ga. 30083**

**Property Address:
505 S 4th St.
Opelika Al. 36801
Parcel # 10-03-08-3-000-097.000**

On June 7, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>192.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>205.48</u>

Attachment: WEED INVOICE (184-16 : Weed Abatement Assessment - 505 S 4Th St.)

RESOLUTION NO. 185-16

Weed Abatement Assessment - 1733 1St Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1733 1st Ave, Parcel No. 073.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1733 1st Ave, parcel no. 073.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1733 1st Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$189.88 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1733 1st Ave, Parcel no. 073.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-2-000-073.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 07/20/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 09-06-13-2-000-073.000**

On 06/13/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>176.9</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>189.88</u>

Attachment: WEED INVOICE (185-16 : Weed Abatement Assessment - 1733 1St Ave)

RESOLUTION NO. 186-16

Weed Abatement Assesment - 308 Brannon Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
308 Brannon Ave, Parcel No. 072.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, parcel no. 072.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 308 Brannon Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

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

receiving and

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

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$234.23 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Ave, Parcel no. 072 .000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 07/21/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000**

On May 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>221.25</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>234.23</u>

Attachment: WEED INVOICE (186-16 : Weed Abatement Assessment - 308 Brannon Ave)

RESOLUTION NO. 187-16

Weed Abatement Assessment - 1812 Ridge Street

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1812 Ridge Street, Parcel No. 039.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1812 Ridge Street, parcel no.039.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1812 Ridge Street, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$ 151.45 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1812 Ridge Rd, Parcel no. 039.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-3-002-039.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: July 21, 2016

To: Erhan & Tahira Sohail
 730 Blowing Rock Way
 Stone Mountain, GA 30083

Property Address:
 1812 Ridge Street
 Opelika, AL 36801
 Parcel # 10-04-18-3-002-039.000

On 5/11/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$138.47</u>
Certified mail:	<u>\$ 12.98</u>
Misc.	<u> </u>
Total	<u>\$151.45</u>

Attachment: Weed Invoice 1812 Ridge St (187-16 : Weed Abatement Assessment - 1812 Ridge Street)

RESOLUTION NO. 188-16

Weed Abatement Assessment - 200 Brannon Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
200 Brannon Avenue, Parcel No. 086.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 200 Brannon Avenue, parcel no. 086.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 200 Brannon Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of August, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$ 363.50 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 200 Brannon Avenue, Parcel no. 086.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-002-086.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: July 21, 2016

**To: Flag Staff Bank
5151 Corporate Drive
Troy, MI 48098**

**Property Address:
200 Brannon Avenue
Opelika, AL 36801
Parcel # 10-03-08-2-002-086.000**

On 6/23/2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$350.52</u>
Certified mail:	<u>\$ 12.98</u>
Misc.	<u></u>
Total	<u>\$363.50</u>

Attachment: Weed Invoice 200 Brannon (188-16 : Weed Abatement Assessment - 200 Brannon Ave)

RESOLUTION NO. 189-16

Auburn University Contract - OPD Services

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 _____, 2016.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman

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, 2016 through July 31, 2017 .
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: Traffic: \$35/hr; Stadium: \$30/hr; Supervisor: \$38/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:

 Signature
 City of Opelika
 Agency Name

 Tax I. D. Number

 Mayor Gary Fuller
 Name
 204 7th Street South
 Address
 Opelika, AL 36801
 City, State, Zip Code

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this
 _____ day of, _____, 2016.

ATTEST:

 Mayor

 City Manager

Attachment: Black and White0042 (189-16 : Auburn University Contract)

RESOLUTION NO. 190-16

Proposal from iHeartMedia - Radio Advertising for OPS**RESOLUTION NO. _____****RESOLUTION APPROVING PROPOSAL OF iHEARTMEDIA +
ENTERTAINMENT, INC. FOR RADIO ADVERTISING SERVICES**

WHEREAS, iHeartMedia + Entertainment, Inc., formerly known as Quantum of Auburn, LLC (hereinafter called “iHeart”) owns and operates four (4) radio stations in the Auburn/Opelika radio market; and

WHEREAS, a Proposal was received from iHeart for radio advertising for the period from October 1, 2016 through September 30, 2017; and

WHEREAS, the Proposal has been reviewed by City staff; and

WHEREAS, City staff is recommending that the Proposal of iHeart in the total amount of \$39,060 be accepted.

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

1. That the City Council does find and declare that the proposal for radio advertising, a copy of which is attached hereto as Exhibit “A”, is reasonable and responsive and the same is hereby accepted.

2. That the Mayor is hereby authorized and directed to execute and accept in the name of the City said Proposal for advertising with iHeart in an amount not to exceed \$39,060.

3. That the compensation be paid to iHeartMedia for its services hereunder shall be

paid as follows: sixty percent (60%) from the appropriate account of the Telecommunications Fund and forty percent (40%) from the OPS Electric Fund. The Mayor and the Controller are hereby authorized and directed to make all necessary and appropriate budgetary adjustments to implement this Resolution.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656

Opelika Power Services 2016 - 2017:



Attention:

- Opelika Mayor Gary Fuller
- Director of OPS, Derek S. Lee
- Manager of Marketing/Comm. June Owens

Hallelujah WZMG - 200+ :30 commercials to be aired M-F 6am-7pm

☐ 200 plus spots @ \$250 per month = **\$3000 total in commercials**

Kicker Classic WTLM - Sponsorship of ON THE MARK morning sports talk show which Includes 2 commercials in each show Mon-Fri 7am-9am

☐ **\$550 X 12 = \$6600 total**

60+ commercials per month (:30's) split on WMXA (Mix 96.7) and WKKR FM (97.7) during the fiscal year October 2016- September 2017

☐ Min. 60 per month split b/w the two
60 plus commercials per month X 12 months = **\$12,960 total**

OHS Football (2 commercials per game):
\$800 per month X 4 months = **Total of \$3200**

Opelika Power Services Power Drive during OHS Football:

- * Read each time OHS Scores
- * D. Mark calls the OPS Power Scoring Drive

\$400 per month X 4 months = **Total of \$1600**

ENDORSEMENTS

Van Riggs' Live Endorsements: \$15/per endorsement Mon-Fri

- 52 weeks
- 5 days per week (260 days)
- \$15 per day X 260 days = **\$3900**

D. Mark's Live Endorsements: \$15/per endorsement Mon-Fri

- 52 weeks
- 5 days per week (260 days)
- \$15 per day X 260 days = **\$3900**

Donny B's Live Endorsements: \$15/per endorsement Mon-Fri

- 52 weeks
- 5 days per week (260 days)
- \$15 per day X 260 days = **\$3900**

Total Investment: \$39,060

Approved by the City of Opelika and Opelika Power Services:

I agree to the terms above: _____

Date: _____

Agreed by stations: _____

Date: _____



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656



RESOLUTION NO. 191-16

Declare Opposition to a Methadone Clinic.**RESOLUTION NO. _____**

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

1. **FINDINGS OF FACT.** The City Council (the "Council") has determined and hereby finds and declares that the following facts are true and correct:

(a) Metro Treatment of Alabama, LP d/b/a Sumter County Treatment Center heretofore filed with the State Health Planning and Development Agency("SHPDA") an application for a new methadone treatment facility in Opelika, Alabama (the "project").

(b) The general consensus among health care providers in Lee County is that a methadone clinic is not needed in Opelika.

(c) Residents and business persons in the affected area are opposed to the proposed methadone clinic.

(d) The Lee County District Attorney and local law enforcement are opposed to the proposed methadone clinic. In an affidavit filed with SHPDA, the Lee County District Attorney stated that "opioid" addiction is not a significant problem in Lee County.

(e) Community reaction to the proposed project from local business, civic and community leaders has been overwhelmingly negative.

(f) Existing methadone clinics in Columbus, Georgia and Montgomery, Alabama provide a network of access of care for Lee County residents.

2. **OPPOSITION TO PROJECT.** The Council hereby expresses its opposition to the proposed methadone treatment center center in Opelika. The Council declares that there is "**no need for a methadone clinic in Opelika.**" The Council further declares that the proposed project will have a negative impact on the community.

3. **PUBLIC INSPECTION OF RESOLUTION**. The City Clerk is directed to keep and maintain a copy of this Resolution at the offices of the City which shall be available for inspection by the general public at all times.

Page1 of 2

4. **DELIVERY OF RESOLUTION.** The Mayor is hereby authorized and directed to transmit a certified copy of this Resolution to Metro Treatment of Alabama, LP d/b/a Sumter County Treatment Center and SHPDA.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 192-16

Agreement, CE&I Services with AECOM, Northpark Drive Extension - Eng.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES WITH AECOM TECHNICAL SERVICES, INC.**

WHEREAS, on May 6, 2015, The City of Opelika, Alabama (hereinafter the “City”) entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation (“ALDOT”) for the extension of North Park Drive (the “Project”); and

WHEREAS, pursuant to said agreement, the City agreed to furnish all construction engineering and inspection (CE & I) according to ALDOT requirements as part of the cost of the Project; and

WHEREAS, the State of Alabama agreed to reimburse the City for all project costs up to the sum of \$944,100; and

WHEREAS, said construction engineering and inspection services are grant eligible activities; and

WHEREAS, professional construction engineering and inspection services are needed for the Project; and

WHEREAS, AECOM Technical Services, Inc., (“AECOM”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide construction engineering and inspection services for the Project; and

WHEREAS, AECOM has been approved by ALDOT to provide said services; and

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

2. That the Mayor is further authorized and directed to execute and deliver the Agreement in the name and on behalf of the City and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to AECOM under and pursuant to the Agreement shall be paid from the North Park Drive Construction Account and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution. The City will forward invoices for said engineering services to

ALDOT for reimbursement.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to AECOM for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$121,520.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

STATE OF ALABAMA

City of Opelika

THIS AGREEMENT is made and entered into the _____ day of _____ 20____ between the City of Opelika, 700 Fox Trail, Opelika, Al. 36801, (hereinafter called the OWNER) AND AECOM Technical Services, Inc., 3800 Colonnade Parkway, Suite 400, Birmingham, Al. 35243 (herein called the ENGINEER).

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation(ALDOT) for the following PROJECTS:

Project No. IAR-041-000-016 North Park Drive Extension,

AND WHEREAS, the PROJECTS provide Construction Engineering and Inspection Services AND WHEREAS, ALDOT grant eligible activities include construction engineering activities and it has been agreed between the parties that the owner retain AECOM Technical Services, Inc. in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After approval by the State of the plans, contract documents, and authorization to award the lowest responsible bidder, the ENGINEER will perform Construction and Engineering Services for the OWNER in accordance with the Engineer's current Construction Engineering and Inspection Services Statewide Agreement as prepared by the Alabama Department of Transportation shown in Attachment "A".

B. Not to Exceed Cost for Construction Engineering:

One-hundred twenty one thousand, five hundred and twenty dollars(\$121,520)

The Consultant will be paid in full for services rendered per the fee outlined in Attachment "B".

Note: In the event that the scope of the project changes, additional services of the ENGINEER is requested, delays in the project due to, but not limited to, utility conflicts, weather, etc., the ENGINEER shall be compensated for any and all additional services rendered at the same rate and manner as regular charge which are in accordance with the

terms of the aforementioned Construction Engineering and Inspection Services Statewide Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, and persons thereunto duly authorized, for the ENGINEER on the _____ day of _____, 20____, and the OWNER on the _____ day of _____, 20_____.

OWNER:

ATTEST(SEAL):

ENGINEER:

WITNESS:

John E. Lobdell, P.E.
Associate Vice President

Attachment A

AECOM'S CEI Services Contract
With the Alabama Department of Transportation

Attachment B**PROFESSIONAL SERVICES MANDAY AND FEE PROPOSAL**

Project No. STPNU-0614(250)
 North Park Drive Extension
 AECOM
 7/21/2016

We are proposing a "cost plus" fee as follows:

Labor Estimate				
Inspector Classification	Hourly Rate	Est. Man-hours	Total	Comments
Inspector Engineer/Manager	\$31.60	192	\$6,067	Avg. 8 hours/ week for 24 weeks
QC/ Inspector	\$29.00	192	\$5,568	Avg. 8 hours/ week for 24 weeks
Sr. Inspector	\$27.98	960	\$26,861	Avg. 40 hours/ week for 24 weeks
Level II Inspector	\$19.30	192	\$3,706	Avg. 8 hours/ week for 24 weeks
Level I Inspector	\$14.70	288	\$4,234	Avg. 12 hours/ week for 24 weeks
Total Direct Labor			\$46,435	
Field Overhead Rate = 1.147			\$53,261	
Total Direct Labor			\$99,696	
Direct Costs				
	Rate	Miles	Total	Comments
Mileage	0.545	19,740.0	\$10,758	Avg. 94 miles/day roundtrip for 24 weeks
Total Direct Costs			\$10,758	times 1.75 people
Subtotal			\$110,455	
Profit 10%			\$11,045	
Grand Total			\$121,520	

***Note: We are assuming the construction contract duration will be 100 working days and the actual calendar weeks for construction will be 27 weeks.



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850



John R. Cooper
Transportation Director

July 18, 2016

Honorable Gary Fuller
Mayor of Opelika
P.O. Box 390
Opelika, AL 36803

ATTN: Scott Parker, P.E.-City Engineer

Re: Project No. IAR-041-000-016
CPMS No. 100062859
Lee County

Dear Mayor Fuller:

Reference is made to your letter, regarding construction engineering and inspection for the City of Opelika on the above-referenced project.

The City shall require AECOM, to maintain inspectors on the project at all times when construction work is ongoing. Also, I would like to point out the Consultant shall submit, in writing, to this office the name of all personnel to be considered for assignment to the above-referenced project, with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education, and experience. The Consultant's personnel approval request shall be submitted to this office at least two weeks prior to and approved by this office prior to the date an individual is to report to work.

The limiting amount for this work will be \$121,520.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The City of Opelika may proceed to enter into a cost-plus agreement with AECOM. Please let me know if you have any questions.

Sincerely,

Daryl Calhoun
Southeast Region-Consultant Management

DC/

Attachment

cc: Mr. David Bollie, P.E.
File

Attachment: Limiting Amount Letter AECOM (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

AGREEMENT

BETWEEN

AECOM TECHNICAL SERVICES, INC.

AND

STATE OF ALABAMA

ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

STATEWIDE

15 FEB 27 PM 1:35

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

AGREEMENT
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

This AGREEMENT is made and entered into by and between the State of Alabama, acting by and through its Alabama Department of Transportation, (ALDOT), hereinafter referred to as the STATE, and AECOM Technical Services, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 3535 Grandview Parkway, Suite 325, Birmingham, Alabama, 35243, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the STATE for the consideration hereinafter mentioned to provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the STATE.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the STATE and shall ascertain the written practices of the STATE prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the STATE and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

“As a part of obligations of the CONSULTANT to the STATE under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT”.

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the STATE.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT shall provide services, personnel and equipment as required by the STATE.

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on-call on a statewide basis for the STATE.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT will provide services, personnel and equipment as required by the STATE. The work to be performed by the CONSULTANT will be as follows:

SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the STATE.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the STATE. The STATE shall endeavor to provide the CONSULTANT at

least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short term basis (sickness, vacation, etc.), the STATE shall provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the STATE and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.

Project Manager, STATE: Qualified individual assigned by the STATE to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
 - J. Region/Area Engineer: Administrative head of ALDOT'S Region.
 - K. District Manager: Administrative head of one of ALDOT'S Districts.
 - L. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.
 - M. State Design Engineer: Administrative head of ALDOT'S Design Bureau.
 - N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this AGREEMENT.
 - O. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.
 - P. Region/Area Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.
 - Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned project(s).
 - R. Region/Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Region.
 - S. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.
 - T. Area County Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.
 - U. County Engineer: Administrative head of the County Engineering Department.
 - V. City Engineer: Administrative head of the Mayor's Office/City Engineering Department.
- 4.0 ITEMS TO BE FURNISHED BY THE STATE TO CONSULTANT:

- A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region/Area Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:
- 5 sets Construction Plans - Half scale
 - 3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)
 - 2 sets Standard Drawings
 - 1 copy of Executed Contract
- B. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT. Construction and Materials Management Software including CAMMS, SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.
- C. When determined by the Region/Area Engineer, the STATE will furnish and maintain a Project Office at a location. The office will include shall meet all local, state and federal building codes and requirements and shall contain the following:
1. A minimum 600 square feet heated and cooled office space.
 2. Floor space shall be divided into one restroom, one central work room and three private offices.
 3. Heating, air conditioning and lighting.
 4. Water cooler service (not bottled water).
 5. Hot and cold water service.
 6. If the office is a trailer, tie downs capable of withstanding winds up to hurricane force and trailer underpinning.
 7. Garbage and trash disposal service.

8. Grass and weed control.
9. Parking spaces for a minimum of five (5) vehicles; graded for drainage and suitably surfaced with an all weather access road.
10. The STATE shall provide janitorial service.
11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
12. The minimum furniture shall be supplied as follows:
 Per office – 1 desk, 3 chairs

 Per work room – 1 plan table, 1 work table (drafting), 2 stools, 3 chairs, 1 water cooler dispenser, 1-4 drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.
13. The STATE shall provide computers, typewriters, calculators, etc. for STATE personnel and one telephone for each office and work room. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties. All computers, tablet computers and smart phones provided by the CONSULTANT shall comply with the requirements listed in Article 1, Section 1, Paragraph 5.B.13 of this AGREEMENT.
14. The STATE shall provide a facsimile machine and a copier for use by the STATE and consultant personnel. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the STATE.
15. The STATE shall provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for satisfactory performance of work.
16. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held

computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment.

17. Routine items for operation of the office such as stamps, postal costs, utility service, etc., shall be supplied by the STATE.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Document Compliance

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to STATE, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region/Area Construction Engineer. (Said manual is available on ALDOT'S website)
2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the

CONSULTANT in a timely manner by ALDOT'S Region/Area Materials and Tests Engineer. (Said manual is available on ALDOT'S website)

4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)
5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection.
(Said manual is available on ALDOT'S website)
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
8. The applicable Roadway and Traffic Design Standards.
9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.
10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
11. FHWA Manual on Uniform Traffic Control Devices.

12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
 13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.
 14. Copies of all applicable ASTM Standards.
- B. When requested by the STATE, the CONSULTANT shall furnish and maintain a Project Office within project work limits, or other location approved by the Region/Area Engineer. The site of said office, size of office and accommodations shall have prior written approval by the Region/Area Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:
1. A minimum of 600 square feet heated and cooled office space.
 2. Floor space shall be divided into two restrooms, one central office, and three private offices. One of the private offices, within same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for use of the STATE, if requested. This office space shall contain no less than 180 square feet. The minimum office equipment to be provided by the CONSULTANT for the STATE office shall consist of one desk and complimentary office chair; two conference room chairs; drawing table (4' x 6' minimum size); drafting stool; filing cabinets as needed and telephone service or as approved by the Region/Area Engineer.
 3. Heating, air conditioning and lighting.
 4. Water cooler service (not bottled water).
 5. Hot and cold water service.
 6. One (1) fire extinguisher (Minimum size 10# CO2) per 200 square feet of floor space.

7. If the office is a trailer, tie-downs capable of withstanding winds up to hurricane force. (See NOTE in 603.1(a) about tie down strap requirements).
8. Office trailer underpinning with materials approved by the Region/Area Engineer.
9. Garbage and trash disposal service.
10. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside security fencing (if provided), or within boundaries as approved by the Region/Area Engineer.
11. The CONSULTANT shall provide janitorial service.
11. Parking spaces for a minimum of eight (8) vehicles, plus additional spaces for use by the CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all weather access road.
12. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
13. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as, current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phone for use in the field inspections and documentation, if required. The tablet computer and/or smart

phone shall comply with at least current minimum ALDOT standards and have the access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network.

The CONSULTANT shall also furnish such other shelter, storage and parking space as required by the Region/Area Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the Region/Area Engineer, to accommodate the CONSULTANT'S project personnel.

Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, photo-copier, typewriters, telephones and other items determined by the Region/Area Engineer to be necessary in order to fulfill work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. Quantity and quality of the items require the Region/Area Engineer's approval. Equipment shall be either U.S. Customary or metric as directed by the Region/Area Engineer.

Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the Region/Area Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the

Region/Area Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the STATE. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the STATE shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the STATE policies, plans, specifications and contract provisions. The STATE shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the STATE representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the STATE'S recommendations. The STATE'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the STATE, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the STATE, the Region/Area Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused

the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited.

Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT.

Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the Region/Area Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The STATE shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the

Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the STATE'S Testing Manual. The STATE reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The STATE shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the STATE of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any

testing performed at a laboratory other than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the STATE to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project.
Record significant information revealed and decisions made at conference and if requested by the STATE, distribute copies of said minutes to appropriate parties.
The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the Region/Area Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the STATE. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the Region/Area Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the Region/Area Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance

that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the Region/Area Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the Region/Area Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the Region/Area Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The

CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the Region/Area Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the STATE in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the Region/Area Engineer for approval. Approval of the Region/Area Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the STATE Project manager, shall negotiate prices with the Contractor and prepare and

submit a recommendation to the Region/Area Engineer for approval. The Region/Area Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the Region/Area Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.
13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall the analyze request and prepare a recommendation to the Region/Area Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the Region/Area Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to the Region/Area Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the CONSULTANT, shall be signed and sealed by the CONSULTANT and the Region/Area Engineer. This task

- must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the STATE, the CONSULTANT shall assist appropriate STATE offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
 16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.
 17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the STATE'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
 18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the Region/Area Engineer immediately.
 19. Shop drawing/sample submittal and approvals shall be logged by the STATE. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
 20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

21. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the Region/Area Engineer of these inquiries.
24. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the STATE to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Region/Area Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the Region/Area Engineer prior to the date an individual is to report to

work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the Region/Area Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the STATE. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager's or the Region/Area Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer.
Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and

inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester

- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in

charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The STATE shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Region/Area Engineer. An individual previously approved whose performance is later determined by the STATE to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Region/Area Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the Region/Area Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Region/Area Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this

AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the STATE determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the STATE and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Region/Area Engineer shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Region/Area Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the STATE in connection with said Project(s).

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT shall, by written request from the STATE, analyze the claim, prepare recommendation to the Region/Area Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the STATE and the CONSULTANT prior to performance of said Services.

- A. The CONSULTANT shall, upon written request by Region/Area Engineer, assist appropriate STATE Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Region/Area Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the STATE in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase of Consultant Services for Construction Engineering and Inspection order (Form CPO – CE&I) from Region/Area Engineer. The CPO shall constitute Notice to Proceed from the STATE. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT

beginning work when notified and continuing work until acceptance by the STATE of described services.

2. This AGREEMENT shall be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and signature of the Governor of Alabama, for a term of two years. Any requests for work by the STATE, made prior to the end of the two-year term shall be covered by this AGREEMENT.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Region.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the STATE shall pay the CONSULTANT as follows:

- A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:
 1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00
Administrative Assistant	\$10.00 to \$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 147.56 percent (for Fiscal Year Ending 9/27/2013) shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
4. For work performed out of STATE provided facility, the CONSULTANT'S field office and labor additive rate of 117.16 percent (for Fiscal Year Ending 9/27/2013) shall be

applied to the direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage point per year during the life of this AGREEMENT.

(NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)

5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from the Region/Area Engineer.
Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.
For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
 - a. The hourly overtime rate will be 1.5 times the billable rate.
 - b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be one 1 times the billable rate.
 - b. The premium portion of overtime will be billed in accordance with the
CONSULTANT'S Indirect Cost Rate Calculation.
8. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed Six Million One Hundred Fifty Thousand and no/100 Dollars (\$6,150,000.00).

SECTION 2

- A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the STATE may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the Region/Area Office for review, approval and forwarding to the STATE'S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.
- C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the STATE of all claims and of any and all liability of the STATE to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the

CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the STATE.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the STATE.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Exhibits A, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

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 there from.

In 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 effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

ATTEST:

AECOM TECHNICAL SERVICES, INC.

By:

Steven J. Karasik - Asst. Secretary
(Affix Corporate Seal)

This agreement has been legally reviewed and
APPROVED AS TO FORM and content. ✓

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

RECOMMENDED FOR APPROVAL:

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF
TRANSPORTATION

Clay P. McBrien
Clay P. McBrien, P.E.
State Office Engineer

John R. Cooper
John R. Cooper
Transportation Director

John E. Lorentson
John E. Lorentson, P.E.
Deputy Director, Operations

The within and foregoing instrument is hereby approved on this 17th
Day of April, 2015.

Robert Bentley
Robert Bentley
GOVERNOR, STATE OF ALABAMA

Prepared By:
The Alabama Department of Transportation
Design Bureau-Consultant Management Section
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Office: (334)242-6842 or 6142 Fax: (334) 353-6513
Reference: Statewide/Contract ID#1993, Original

Reviewed by Contract
Review Committee
Contract # 015C-DOT-059
APR 16 2015
Alabama Legislature
Gina Shaffer
Gina Shaffer, Clerk

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

ALABAMA DEPARTMENT OF TRANSPORTATION CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, its staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

- (1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.
- (2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.
- (3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.
- (4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit and must be followed during contract pricing and negotiations.

GUIDELINE:**(1) Direct Costs**

- a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.
- b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.
- c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.
- d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.
 1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.
3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.
4. Insurance – The cost is allowable if project specific.
5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.
6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.
7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region Consultant CEI Engineer or Department's Region Construction Engineer.
8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.
9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.
10. Travel/Relocation
 - a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.
 - b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.)
 - Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing \$500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets. Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

- a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.
- b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).
- c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.
- d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

- e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.
- (3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.
 - (4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.
 - (5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.
 - (6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be 1 times the billable rate.
 - b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.
- (7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc. Schedule of Indirect Costs & Rate Calculation For the Year Ended December 31, 1999						
DIRECT LABOR:	Home Office	1,343,665				
	Field Office	<u>948,220</u>				
	Total Direct	<u>\$ 2,291,885</u>				
					Allocation	
	Proposed Allocable Expenses	Unallowable Expenses	FAR Reference	Audited Expenses	Field Office	Home Office
FRINGE BENEFITS						
Insurance - Group	\$ 111,354	\$ -		\$ 111,354	\$ 46,070	\$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	\$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	\$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	\$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	\$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	\$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	\$ 99,296	140,707
Total Fringe Benefits	\$ 717,107	\$ (670)		\$ 716,437	\$296,411	\$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	\$257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205-19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205-19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	\$1,545,022	\$ (75,277)		\$ 1,469,745	\$367,997	\$ 1,101,748
Indirect Cost Overhead Rate				95.20%	70.07%	113.26%
Notes: (1) Indirect salaries were allocated to field office on the basis of direct labor. (2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field. Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL						

ALABAMA DEPARTMENT OF TRANSPORTATION CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, its staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

- (1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.
- (2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.
- (3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.
- (4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit and must be followed during contract pricing and negotiations.

GUIDELINE:**(1) Direct Costs**

- a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.
- b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.
- c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.
- d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.
 1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.
3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.
4. Insurance – The cost is allowable if project specific.
5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.
6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.
7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region Consultant CEI Engineer or Department's Region Construction Engineer.
8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.
9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.
10. Travel/Relocation
 - a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.
 - b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.)
 - Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing \$500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets. Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

- a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.
- b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).
- c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.
- d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

- e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.
- (3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.
- (4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.
- (5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.
- (6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be 1 times the billable rate.
- b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.

- (7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc. Schedule of Indirect Costs & Rate Calculation For the Year Ended December 31, 1999						
DIRECT LABOR:	Home Office	1,343,665				
	Field Office	<u>848,220</u>				
	Total Direct	<u>\$ 2,201,885</u>				
					Allocation	
	Proposed Allocable Expenses	Unallowable Expenses	FAR Reference	Audited Expenses	Field Office	Home Office
FRINGE BENEFITS						
Insurance - Group	\$ 111,354	\$ -		\$ 111,354	\$ 46,070	\$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	\$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	\$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	\$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	\$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	\$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	\$ 99,296	140,707
Total Fringe Benefits	\$ 717,107	\$ (670)		\$ 716,437	\$ 296,411	\$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	\$ 257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205-19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205-19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	\$ 1,545,022	\$ (75,277)		\$ 1,469,745	\$ 367,997	\$ 1,101,748
Indirect Cost Overhead Rate				95.30%	70.07%	113.26%
Notes: (1) Indirect salaries were allocated to field office on the basis of direct labor. (2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field. Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL						

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 3/9/01
REVISED 3/21/07

EXHIBIT A

Participation by Disadvantaged Business Enterprises in Federal-Aid Program

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81

EXHIBIT C

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of \$100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

- a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).
- b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).
- c. Executive Order 11738 (Federal).
- d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/12/89
REVISED 3/8/91

EXHIBIT D
Page 1

CHANGES OF WORK

- a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the STATE in writing of such fact and receive written approval from the STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT and the STATE. In the event that the STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.
- b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the STATE. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the STATE may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the STATE determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the STATE may, at the sole option of the STATE, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the STATE deems necessary for work completion. Writing directed from the STATE to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the STATE has made the determination of insufficiency of time as above provided.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/12/89
REVISED 3/8/91

EXHIBIT D
Page 2

CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

- a. The parties agree that conferences will be held at the request of STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.
- b. The CONSULTANT, when so directed by the STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
 REVISED 4/18/89
 REVISED 7/24/01
 REVISED 10/18/01

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - (1) The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - (2) The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be accordance with Federal Acquisition Regulations applicable.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
 REVISED 4/2/92
 REVISED 4/22/94
 REVISED 2/4/98
 REVISED 7/24/01
 REVISED 10/18/01
 REVISED 9/22/05
 REVISED 9/15/2014

EXHIBIT F
 Page 1

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this AGREEMENT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, the CONSULTANT shall defend, indemnify and hold harmless the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses and expenses or allegations thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, malfeasance, misfeasance, misconduct or negligent acts or omissions of the CONSULTANT in connection with their service under this agreement. Such indemnity shall not be limited by reason of any insurance coverage provided.

INSURANCE

General Liability, public liability, professional liability and property damage insurance in the amount of \$1,000,000 shall be carried by the CONSULTANT in a policy, or policies, which shall specifically cover the above areas, as well as motor vehicle liability in the amount of \$250,000 without expense to the STATE. Proof of insurance coverage shall be provided annually in a form as required by the STATE. The STATE shall be made, and shown as, an additional insured on the face of the insurance.

GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the labor law and state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this AGREEMENT, and procure all necessary licenses and permits.

SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the STATE. In the event the STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT are so assigned, sublet, or transferred.

AGENCIES

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

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 4/2/92
REVISED 4/22/94
REVISED 2/4/98
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/22/05
REVISED 9/15/2014

EXHIBIT F
Page 2

IMMIGRATION

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.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 7/14/81
REVISED 8/5/81
REVISED 7/24/01
REVISED 10/18/01
REVISED 6/13/07

EXHIBIT G
Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or all staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary (ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not ALDOT discovers or is aware of the same.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
 REVISED 7/14/81
 REVISED 8/5/81
 REVISED 7/24/01
 REVISED 10/18/01
 REVISED 9/29/06

EXHIBIT G
 Page 2

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to ALDOT shall not in any way relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the STATE and FHWA and copies thereof shall be furnished if requested.

OWNERSHIP OF ENGINEERING DOCUMENTS

- a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the STATE upon STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the STATE. All completed original tracings of maps and other engineering data furnished to the STATE by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.
- b. The STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the STATE of such designs or ideas on work other than that covered in this AGREEMENT.

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
 REVISED 3/17/82
 REVISED 5/5/82 REVISED 10/13/87
 REVISED 5/12/89
 REVISED 1/30/15

EXHIBIT H
 Page 1

EQUAL RIGHTS PROVISIONS

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

a. Compliance with Regulations

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

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

Pertinent Non-Discrimination Authorities:

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

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
 REVISED 3/17/82
 REVISED 5/5/82 REVISED 10/13/87
 REVISED 5/12/89
 REVISED 1/30/15

EXHIBIT H
 Page 2

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

b. Nondiscrimination

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

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

c. Solicitations

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

d. Information and Reports

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to

CONSULTANT 4/14/81

EXHIBIT H

STD CONTRACT EXHIBITS

REVISED 3/17/82
 REVISED 5/5/82
 REVISED 10/13/87
 REVISED 5/12/89
 REVISED 12/18/08
 REVISED 1/30/15

Page 3

furnish this information, the CONSULTANT shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

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

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

f. Incorporation of Provisions

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/5/82
REVISED 10/13/87
REVISED 5/12/89
REVISED 4/9/04
REVISED 1/30/15

EXHIBIT H
Page 4

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

STD CONTRACT EXHIBITS

CONSULTANT 4/28/00
REVISED 12/18/08

EXHIBIT H-1

CONSULTANTS' CERTIFICATIONS

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

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

STD CONTRACT EXHIBITS

CONSULTANT 11/12/81
REVISED 7/24/01
REVISED 10/18/01

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 12-20-88
REVISED 3-14-01

EXHIBIT K
Page 1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

- A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 12-20-88

EXHIBIT K

Page 2

The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 12-20-88

EXHIBIT K
Page 3

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT. *

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* In November Of 2012, AECOM RECEIVED A NOTICE FROM THE CITY OF SARASOTA, FLORIDA, NOTIFYING AECOM THAT IT HAS TERMINATED ITS CONTRACT WITH AECOM FOR THE DESIGN OF A SEWER LIFT STATION FOR DEFAULT. AECOM DISAGREES WITH THE TERMINATION. THE CITY OF SARASOTA ULTIMATELY FILED SUIT. AECOM IS VIGOROUSLY DEFENDING THE CITY'S CLAIMS AND THE MATTER REMAINS PENDING.

STD CONTRACT EXHIBITS

CONSULTANT 12-20-88

EXHIBIT K

Page 4

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 12-20-88

EXHIBIT K

Page 5

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 02/05/88

EXHIBIT L

**PARTICIPATION BY FOREIGN CONSULTANTS
AND SUBCONSULTANTS**

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the State, acting by and through its Department of Transportation, will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant or such foreign country.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

CONSULTANT 3/19/90
REVISED 7/18/90

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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.

STD CONTRACT EXHIBITS

CONSULTANT 2/15/95
 REVISED 5/30/02
 REVISED 6/16/11

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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.

STD CONTRACT EXHIBITS

REVISED 12-27-10

EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTSFirm Name: AECOM Technical Services, Inc.Project Number: CE&I ServicesContract ID#: 1993 Supplemental Agreement #: 0Date of Proposal Preparation (mm/dd/yyyy): N/AFiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): N/A

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: John E. Lobdell*Name of Certifying Official (Print): JOHN E. LOBDELL*Title: ASSOCIATE VICE PRESIDENTDate of Certification (mm/dd/yyyy): 02/16/2015

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

REVISED 3/9/01
REVISED 1/22/07

EXHIBIT Y

State Contract ID # 1993Federal-Aid Project # N/AState Alabama

CERTIFICATION OF CONSULTANT

I hereby certify that I am the ASSOCIATE VICE PRESIDENT and duly authorized representative of the
(title)

firm of AECOM TECHNICAL SERVICES, INC. whose address is 3800 COLONADE PKWY, SUITE 400
BIRMINGHAM, AL. 35242

and that neither I nor the above firm I here represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the Alabama Department of Transportation and the

Federal Highway Administration, U.S. Department of Transportation, in connection with this contract

Involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2/16/15
(Date)

John E. Laddell
(Signature)

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

STD CONTRACT EXHIBITS

REVISED 1/22/07

EXHIBIT Z

State Contract ID # 1993
 Federal-Aid Project # N/A
 State Alabama

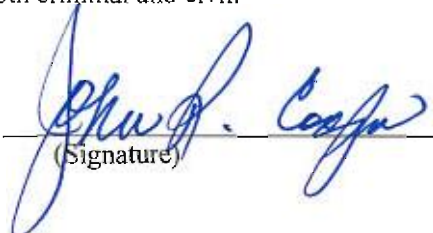
I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or,
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration or any kind;

except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

 (Date)



 (Signature)

Attachment: AECOM CEI Agreement with ALDOT (192-16 : CE&I Services with AECOM, Northpark Drive Extension)

RESOLUTION NO. 193-16
Tower Space License Agreement
RESOLUTION NO. _____

**RESOLUTION APPROVING TOWER SPACE LICENSE AGREEMENT
WITH OPELIKA CITY BOARD OF EDUCATION**

WHEREAS, the City of Opelika, Alabama, (the “City”) is the owner of a 340 foot guyed tower (the “Tower”) located at 700 Fox Trail, Opelika, Alabama; and

WHEREAS, the Opelika City Board of Education (the “Board”) desires to install and mount an antenna at the 250 foot location on the Tower; and

WHEREAS, the Board’s antenna will be used to transmit and receive radio communications between the Board and its bus drivers; and

WHEREAS, a proposed Tower Space License Agreement (the “Agreement”) to be entered into between the City and the Board 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 Tower Space License Agreement to be entered into between the City and the Board, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall

approve which approval shall be conclusively evidenced by 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 and directed to affix the seal of the City to said Agreement and 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 contracts, notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

Product Specifications

COMMSCOPE®

Exhibit A



DB420-B

Andrew® Omni Exposed Dipole Antenna, 450–470 MHz, 360° horizontal beamwidth, fixed electrical tilt

- Broad response
- Moisture resistant
- Rugged, reliable design

Electrical Specifications

Frequency Band, MHz	450–470
Gain, dBi	11.3
Beamwidth, Horizontal, degrees	360
Beamwidth, Vertical, degrees	7.0
Beam Tilt, degrees	0
VSWR Return Loss, dB	1.5 14.0
Input Power per Port, maximum, watts	250
Polarization	Vertical
Impedance	50 ohm

General Specifications

Antenna Brand	Andrew®
Antenna Type	Omni, exposed dipole
Band	Single band
Operating Frequency Band	450 – 470 MHz
Performance Note	Outdoor usage

Mechanical Specifications

Color	Silver
Lightning Protection	dc Ground
Radiator Material	Aluminum
RF Connector Interface	N Male
RF Connector Location	End of flexible lead
RF Connector Quantity, total	1
Wind Loading, maximum	591.6 N @ 100 mph 133.0 lbf @ 100 mph
Wind Speed, maximum	161 km/h 100 mph

Dimensions

Length	5918.2 mm 233.0 in
Net Weight	15.6 kg 34.5 lb

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant by Exemption

Product Specifications

COMMScope®

DB420-B

China RoHS SJ/T 11364-2006
ISO 9001:2008

Above Maximum Concentration Value (MCV)
Designed, manufactured and/or distributed under this quality management system



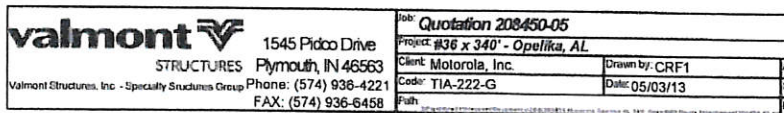
Included Products

DB365-OS — Pipe Mounting Kit that consists of two clamps for mounting antennas to round members 1.25 - 3.5 in (35 - 89 mm) OD round members.

* Footnotes

Performance Note Severe environmental conditions may degrade optimum performance

Attachment: MOTOROLA EXHIBIT A (193-16 : Tower Space License Agreement)



**STATE OF ALABAMA
COUNTY OF LEE**

TOWER SPACE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the “Agreement”) is made and entered into at Opelika, Alabama this the ____ day of _____, 2016, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter the “City”) and **OPELIKA CITY BOARD OF EDUCATION**, (hereinafter the “Board”).

RECITALS:

WHEREAS, the City is the owner of a 340 foot guyed tower (the “Tower”) located at 700 Fox Trail, Opelika, Alabama (the “Site”); and

WHEREAS, the Board desires to occupy, and the City is willing to provide, an attachment location upon the Tower for the placement of the Board’s antenna, cabling and ancillary equipment (the “Tower Space”) as well as certain space inside the building under the Tower for the Board’s electronic radio transmitting and receiving equipment (the “Ground Space”).

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **License Conferred.** The City hereby confers upon the Board, and the Board hereby receives and accepts from the City, a license and privilege, for the stated duration hereof to do all of the following:

- (a) Occupy an attachment location upon the Tower at the 250 foot location for the placement of the Board's omni exposed dipole antenna more particularly described in Exhibit "A".
- (b) Occupy up to 16 square feet inside the building under the Tower for the placement of the Board's electronic radio transmitting and receiving equipment, utility lines, transmission lines, cables and supporting equipment and structures thereto.
- (c) Extend and connect lines for signal carriage and amplifier power between the Board's antenna upon the Tower and the Board's equipment upon the ground.
- (d) Extend and connect utility lines and related infrastructure between the Board's equipment and suitable utility company service connection points.

2. **Improvements and Use.**

- (a) Use. The Board shall be permitted to use the Site and the Tower to install, operate and maintain thereon radio receiving and transmitting equipment and for no other use or purpose. The Board's installation of its equipment on the Tower and the Site shall be limited to the antenna space and ground space described herein and frequencies agreed upon in advance by the City. The Board's antenna and related equipment will be installed and grounded to Motorola R56 standards. The antenna and transmission line will also have proper lightning protection and will be grounded to the same ground halo the City's system is attached to. The

Board's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to the City's review and approval.

- (b) Plans and specifications. The Board, at the Board's expense and prior to commencing the installation of the Board's equipment, shall submit to the City the following: (i) detailed site plans and specifications setting forth the proposed antenna and other equipment, the height and location of such equipment, and the construction, installation and other work to be performed on the Tower and Site; and (ii) a list of all known frequencies licensed or assigned to the Board by the Federal Communications Commission (the "FCC") to be used at the Site. The Board shall not install any equipment or commence any work on the Tower or Site until the City approves the Board's site plan, construction plans and specifications, and frequencies, such approval to be given in the City's sole and absolute discretion.
- (c) Compliance with laws. The Board's installation of the Board's antenna and related equipment shall be in compliance with all present and future laws, regulations and requirements of all federal, state or local authorities, and the Board shall deliver to the City, prior to installing the Board's antenna on the Tower and the related equipment on the ground, all certificates, permits, licenses or other approvals required by any federal, state or local authority to install the Board's equipment.

3. **Duration.** This Agreement is not intended to represent permission granted in perpetuity. Either party may terminate this Agreement without cause by giving one hundred eighty (180) days' advance written notice to the other of the intent to terminate.

4. **Consideration.** The consideration to be paid by the Board to the City for the privilege granted by this Agreement shall be One Dollar (\$1.00), the receipt of which is hereby acknowledged by the City.

5. **Utilities.** The Board shall solely and independently be responsible for the separate metering, billing and payment of utility services consumed by the Board's operations.

6. **Taxes.** The Board shall be responsible for payment for all personal property or other taxes assessed directly upon and arising from the Board's equipment or the Board's use of the Board's equipment on or about the Tower or the Site.

7. **Maintenance and Repairs.**

- (a) **Tower and city equipment.** The City shall be responsible for proper maintenance of the Tower, and the City covenants to keep the Tower in good condition and repair and in compliance with rules and regulations enforceable by the FCC, the Federal Aviation Administration (the "FAA") and other governmental authorities provided, however, that in the event the Board's equipment causes increased maintenance, repairs or replacements to the Tower the Board shall pay the cost of the increased maintenance, repairs or replacements to the City within thirty (30) days of receipt of written notice and copy of an itemized invoice from the City. The Board shall be responsible for proper maintenance of the Board's equipment.

- (b) The Board's equipment. The Board, at the Board's expense, shall maintain, repair and replace the Board's equipment during the term of this Agreement provided that any alterations, modifications, repairs or replacements to the Board's equipment do not increase the number of antennas, cables or other equipment in the Tower Space or increase the size or weight thereof or materially alter the location or appearance thereof without prior written approval from the City. In order to protect the integrity of the Tower, the Board agrees that any maintenance, repair and/or replacement performed on the Board's equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with the City's high construction quality standards. Further, any maintenance, repair and/or replacement work on the Board's equipment shall not interrupt or interfere with the operation of the City's communication system or the City's equipment unless the City agrees to such interruption or interference in writing.

8. Access. The Board shall, at all times, have access to the Boards equipment provided, however, that its access to the Tower shall be limited to the installation, removal and periodic maintenance of the Board's antenna and lines at the Board's sole expense by a qualified tower services contractor approved in advance by the City, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Board shall have the right to allow qualified inspectors to examine/inspect the structural integrity of the Tower at such times as they deem reasonable.

9. **Interference.** The Board agrees not to allow any use of the Board's antenna or related equipment that may cause interference with or cause the improper operation of the Tower, the City's related equipment, the City's communication signal or system or any third party equipment or communications system located on the Tower. In the event the Board's antenna or related equipment causes measurable interference with or the improper operation of the Tower, the City's equipment or communications system, the Board, upon notification of such interference, agrees to promptly remedy such interference at the Board's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to the City's sole satisfaction.

10. **Interruptions.** The City and the Board agree that the City shall have no responsibility or liability whatsoever for interruptions, disruptions or failures of the Board's equipment or the operation of the Board's equipment, including, without limitation, equipment failures, utility failures, structural failures or otherwise.

11. **Compliance With Law.** The Board shall adhere to and comply with all present and future laws, rules and regulations of all federal, state and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement and occupancy of the Tower, the Site and the Board's equipment, as the case may be. Without limiting the foregoing, the Board shall at all times use, operate, maintain, repair, replace and occupy the Tower and the Site, and the Board's equipment, as the case may be, in accordance with all FCC, FAA and all other regulations, ordinances or laws.

12. **Compliance With FCC Radio Frequency Emissions Requirements.**

- (a) It shall be the responsibility of the Board to ensure that the Board's use, installation or modification of the Board's radios, signal carriage devices

and antennas (the “Board’s Equipment”) at the Site does not cause radio frequency exposure levels of all existing equipment located at the Site and the surrounding vicinity including the Board’s equipment, the City’s equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the FCC.

- (b) If determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, the Board shall reconfigure the Board’s equipment including but not limited to reducing power levels as reasonably directed by the City and shall equitably share in all expenses incurred by the City as are necessary in order to meet FCC compliance levels.
- (c) The Board agrees that in the event there is any change to any applicable rules, regulations and procedures governing exposure to radio frequency radiation which placed the Site in non-compliance, the Board will cooperate with the City and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the cost associated with bringing the Site into compliance.

13. **Mutual Indemnification.** The City and the Board shall indemnify and hold harmless the other from and against any and all claims, demands, liability, loss, cost or expense (including reasonable attorney’s fees) resulting from their own respective negligent acts and

omissions or the negligent acts and omissions of their respective employees in the course of their employment or the negligent acts or omissions of their respective contractors and invitees.

14. **Insurance.** The Board shall have adequate insurance at all times at the Board's expense which coverages shall include, but not be limited to, commercial workers' compensation insurance as required by law, commercial general liability insurance with a minimum combined single limit of \$2,000,000 covering personal injury and property damage (which may be provided in any combination of primary and excess coverage); employers' liability insurance with a minimum combined single limit of \$1,000,000; and commercial automobile liability insurance for any motor vehicle covering bodily injury and property damage with a minimum combined single limit of \$1,000,000.

15. **Tower Contractors.** The Board shall permit only certified tower contractors to climb and service equipment placed upon the Tower. The Board will provide notification in writing no less than twenty-four (24) hours in advance to the City of pending work to be performed on the Tower the name of the contractor with proof of insurance and tower certification. The insurance carried by the tower contractor shall protect the City and the Board and their equipment, and shall be of an adequate level to be designated by the City. Any tower work must be approved in advance by the City.

16. **Removal of the Board's Equipment.** The Board's equipment shall be the Board's personal property and the Board shall, at all times, be authorized to remove said property from the Tower and Site. Upon termination of this Agreement, the Board shall remove the Board's equipment in a good, efficient and workmanlike manner and in compliance with all applicable legal requirements (i) shall repair any damage caused to the Tower and the Site caused by such removal; (ii) shall not interrupt or interfere with the operation of the City's

communications system or the City's equipment in removing the Board's equipment; and (iii) shall surrender the Tower and Site in good condition, ordinary wear and tear excepted. In the event the Board fails to remove any of the Board's equipment from the Tower or the Site within sixty (60) days of the termination of this Agreement, the Board shall be deemed to have abandoned the Board's equipment and the City shall be free to remove and dispose of the Board's equipment in any manner determined by the City, in the City's sole and absolute discretion, and without any liability to the Board. If the Board is deemed to have abandoned the Board's equipment to the City, pursuant to the preceding sentence, the Board shall reimburse the City within thirty (30) days of the Board's receipt of an invoice from the City, for all costs incurred by the City in removing and disposing of the Board's equipment, such obligation to reimburse the City to survive the termination of this Agreement.

17. **Destruction.** If the Tower is totally or substantially destroyed, the City, in the City's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower at the City's expense. If the City elects to terminate this Agreement, all rights and obligations of the City and the Board arising after the termination date shall terminate.

18. **Assignment.** The Board shall not assign or transfer its interest under this Agreement without having first obtained the City's consent. Any purported assignment or other transfer of rights under this Agreement that does not comply with the provisions of this section shall be void.

19. **Governing Law.** This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Alabama.

20. **Waiver.** No waiver or breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition hereof.

21. **Time is of the Essence.** Time is of the essence of each and every provision hereof.

22. **Binding Effect.** All of the covenant, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or oral understanding relating to the subject matter of this Agreement.

24. **Modifications.** This Agreement may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

25. **Severability.** If any term or provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms and conditions of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

CITY CLERK

OPELIKA CITY BOARD OF EDUCATION

By: _____
ITS _____

STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Attachment: Tower Agr with OCS 062216 (193-16 : Tower Space License Agreement)

RESOLUTION NO. 194-16

Expense Report - Angela Jones

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
-----	-----	
Angela Jones	Revenue	280.80

-) 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 _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

PERIOD ENDING

8/5/16

NAME

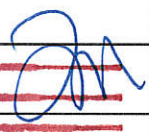
Name Angela Jones

DEPARTMENT

Department Revenue

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
SUN												0.0
MON												0.0
TUE												0.0
WED 7/27	Gulf Shores mileage					140.40						280.80
THU 7/28												0.0
FRI 7/29	Gulf Shores mileage					140.40						280.80
SAT												0.0
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	280.80	0.00	0.00	0.00	0.00	0.00	280.80

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
		Agree To P.O. _____			
		Exts Verified _____			
		Footing Verified _____			
		Inv. Price Bio 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

NATURE OR PURPOSE OF TRAVEL

AMROA conference in Gulf Shores

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

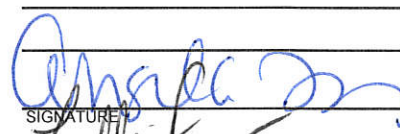
MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
7/27	520 miles X .54	280.80

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT


 SIGNATURE
 APPROVED BY

RESOLUTION NO. 195-16

Appoint Election Officials for City Election on August 23, 2016.**RESOLUTION NO. _____**

WHEREAS, a municipal special election for the City of Opelika, Alabama has been called to be held on the 23rd day of August, 2016; and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body, not less than fifteen (15) days before the holding of any municipal election, shall appoint from the qualified electors of the respective wards or voting districts officers to hold the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, that the election officers for said election shall be as follows:

WARD ONE: COVINGTON COMMUNITY CENTER - 213 CARVER AVENUE

Chief Inspector	-	Rev. Michael Burton	
Inspector	-	Dorothy Sweeney	
Chief Clerk	-	Wilbert Payne	
Asst. Clerk	-	Mary Bryant	Bessie Jackson
		Shirli Lyles	Mary Chandler
		John Spratling	Betty Fielder
		Elizabeth Nunn	Patricia Jackson

WARD TWO: OPELIKA LEARNING CENTER - 214 JETER STREET
(Old Jeter Elementary Primary School)

Chief Inspector	-	Willie Torbert, Sr.	
Inspector	-	Delia Parham	
Chief Clerk	-	Bobbie Floyd	
Asst. Clerk	-	Helen Levette	Johnnie Ogletree
		Johnny Torbert	Priscilla Winfield
		Mary Thorton	Brenda Stinson
		Florine Prince	Willie Love

WARD THREE: OPELIKA COMMUNITY CENTER - 1102 DENSON DRIVE

Chief Inspector	-	Preston Long	
Inspector	-	Lyn Long	
Chief Clerk	-	Jenny Smith	
Asst. Clerk	-	Annie Wyatt	
		Gwen Price	Betty Williamson
		Barbara Longest	Robert Brown
		Deborah Belcher	

WARD FOUR: EAMC Education Center
 (was Health Care Resource Center)
 2027 PEPPERELL PARKWAY

Chief Inspector	-	Gene Gibbs	
Inspector	-	Patricia Pinckard	
Chief Clerk	-	Jackie Cooper	
Asst. Clerk	-	Denna Haynes	
		Elizabeth Tatum	Jane Jones
		Donald Bryan	Joyce Bryan
		Ware Tatum	Agnes Tatum
		Ray Jones	Susan Jones

WARD FIVE: OPELIKA SPORTSPLEX - 1001 ANDREWS ROAD

Chief Inspector	-	Ron Dunson	
Inspector	-	Martha Hillyer	
Chief Clerk	-	Sandra Thomaston	
Asst. Clerk	-	Betty Floyd	
		James Longest	Micah Melnick
		Patsy Bond	Gloria Campbell
		Roxie Ramsey	Stanley Campbell
		Barbara Sims	Katherine Penton

ABSENTEE ELECTION MANAGER: R. G. “Bob” Shuman

ABSENTEE BALLOT BOX: CITY CLERK’S OFFICE, MUNICIPAL BUILDING
204 SOUTH 7TH STREET, OPELIKA, ALABAMA

Chief Inspector	-	William “Bill” Parker
Inspector	-	Patrick Jones
Chief Clerk	-	David McCain
Asst. Clerk	-	Nell Samford

BE IT RESOLVED FURTHER, that a copy of this resolution shall be published in the Opelika-Auburn News, a newspaper in and of general circulation within the City of Opelika, Lee County, Alabama at least ten (10) days prior to the date of the aforesaid election.

ADOPTED and APPROVED this the _____ day of _____, 2016.

C. E. “Eddie” Smith, Jr.

President of City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

ORDINANCE NO. 117-16-ORD

Amend Ordinance, Ward 4 Voting Location, EAMC Education Center - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3 OF ORDINANCE NO. 105-16

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

Section 1. That Section 3 of Ordinance No. 105-16 adopted on February 16, 2016 is hereby amended to read as follows:

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

<u>WARD NO.</u>	<u>LOCATION OF VOTING PLACE</u>
1	Covington Community Center 213 Carver Avenue
2	Opelika Learning Center (formerly Old Jeter School) 214 Jeter Avenue
3	Opelika Community Center 1102 Denson Drive
4	East Alabama Medical Center

Education Center
 (formerly Health Resource Center)
 2027 Pepperell Parkway

5

Opelika Sportsplex
 1001 Andrews Road

Absentee Ballot Box

City Clerk's Office
 Municipal Building
 204 South 7th Street

Section 2. That this Ordinance shall take effect upon its adoption and publication as required by law.

Section 3. The City Clerk is hereby authorized, directed and empowered to cause this Ordinance to be published one (1) time in The Opelika-Auburn News, a newspaper published in and of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1805)

Extension of Moratorium on Developmental Sewer Fees - P/W. - 2Nd Reading.

**AN ORDINANCE EXTENDING A MORATORIUM
ON THE COLLECTION OF DEVELOPMENTAL SEWER ASSESSMENT FEES
FOR EXISTING COMMERCIAL BUILDINGS AND FACILITIES UNTIL AUGUST 18,
2019**

ORDINANCE NO. _____

**AN ORDINANCE EXTENDING A MORATORIUM
ON THE COLLECTION OF DEVELOPMENTAL SEWER ASSESSMENT FEES
FOR EXISTING COMMERCIAL BUILDINGS AND FACILITIES**

BE IT ORDAINED by the City Council (herein called the “Council”) of the City of Opelika (herein called the “City”), in the State of Alabama as follows:

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

(a) On February 21, 2006, the Council adopted Ordinance 104-06 implementing developmental sewer assessment fees for connection to the City’s sewer facilities within the corporate limits of the City of Opelika.

(b) On August 18, 2009, the Council adopted Ordinance No. 111-09 establishing a two year temporary moratorium expiring on August 18, 2011 on the collection of development sewer assessment fees from existing buildings and facilities located within the corporate limits of the City of Opelika.

(c) On September 6, 2011, the Council adopted Ordinance No. 114-11 extending said moratorium until August 18, 2013.

(d) On August 6, 2013, the Council adopted Ordinance No. 110-13 extending said moratorium until August 18, 2016.

(e) There are significant economic difficulties impacting businesses within the corporate limits of Opelika and there are existing commercial facilities which are not being utilized or are under-utilized due to the cost of developing them, given the current economic circumstances.

(f) The City wishes to encourage the development of new businesses and the expansion of existing businesses in existing commercial buildings and facilities, resulting in the creation of jobs, additional sales tax revenue to the City, additional ad valorem tax revenue to the City, additional occupational tax revenue to the City, and additional revenue from sewer customers.

(f) It is advisable to extend the moratorium to August 18, 2019.

(f) All findings in Ordinance No. 110-13 are reaffirmed.

Section 2. **EXTENSION OF MORATORIUM.** The moratorium implemented pursuant to Ordinance No. 113-10 is hereby extended to August 18, 2019. All provisions of Ordinance No. 110-13 except the expiration date shall remain in full force and effect until August 18, 2019. The owner of any existing commercial building or facility located within the City shall be exempt until August 18, 2019 from the payment of developmental sewer assessment fees as established in Ordinance No. 104-06 for the connection of such premises to the City's sewer system. This limited moratorium and temporary exemption granted herein shall not apply to residential buildings nor shall it apply to new commercial buildings. The exemption

granted in this Ordinance shall apply only to the renovation or expansion of existing commercial buildings and facilities.

Section 3. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

Section 4. **PUBLICATION.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to publish this Ordinance one (1) time in a newspaper published in and of general circulation within the City of Opelika, Alabama.

ADOPTED AND APPROVED by the City Council of the City of Opelika, Alabama, on this the ____ day of _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK