



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
May 21, 2019
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:00 pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all council member were present except for Mr. Smith T.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

1. Cathy Newkirk from New Life Christian Center.
Mrs. Newkirk gave the invocation.

4. Pledge of Allegiance

1. Caroline Hawkins, Whitt Krehling and Jacob Walker, OHS seniors.
Caroline, Whitt and Jacob lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 5-07-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith

ABSENT: Dozier Smith T

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller stated the last day of school is Thursday and the OHS graduation is on Friday at Bulldog Stadium.

Mayor Fuller advised the LPGA golf tournament starts on Thursday at the Grand National in Opelika.

Mayor Fuller reminded everyone, the City's Memorial Day service is next Monday, 5/27 at 10am in front of City Hall. He invited everyone to attend.

1. April 2019 Monthly Building Report

Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the City's April building permit report.

2. Proclamation for Family Fun Day on June 1st by the Lion Tamers Social and Civic Club.
Mayor Fuller reminded everyone that Family Fun Day will be held on June 1st and President pro-tem Jones will be presenting a proclamation from the Mayor's office at the event.

3. Recognize the OPS/AMEA scholarship winners.

Mayor Fuller and Derek Lee presented a certificate of recognition to the OPS/AMEA 2019 scholarship winners.

4. Recognize Killgore scholarship winners.

Mayor Fuller and Dr. Seymore recognized the 2019 Killgore scholarship winners.

5. Recognize OMS Duke TIP students.

Mayor Fuller and Dr. Seymore recognized the 2019 Duke TIP winners from the Opelika Middle School.

8. Citizen Communications

(Limit comments to five minutes or less)

Amoya Coppage said she has moved to Opelika from Chicago and loves the City and wants to help the community in any way she can.

Sherri Reese thanked Mayor Fuller and the City Council for the City's donation to the OHS track team so they could attend the state tournament.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request temporary street closure for Memorial Day City event - May 27th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith

ABSENT: Dozier Smith T

2. Request 2019 Collinwood Christmas Luminaries on Friday, December 13th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith

ABSENT: Dozier Smith T

3. Public Hearing, assess cost of demo at 9 Avenue B.

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 9 Avenue B in the amount of \$9,198.80. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, assess cost of demo at 206 Byrd Avenue.

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 206 Byrd Avenue in the amount of \$7,036.30. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing, assess cost of demo at 1003 Alton Court.

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 1003 Alton Court in the amount of \$4,929.44. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

1. Resolution 122-19 Expense reports from various departments.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
2. Resolution 123-19 Assess cost of demolition at 9 Avenue B.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
3. Resolution 124-19 Assess cost of demolition at 206 Byrd Avenue.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
4. Resolution 125-19 Assess cost of demolition at 1003 Alton Court.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
5. Resolution 126-19 Emergency Repair - Truck #764 - OPS
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
6. Resolution 127-19 Purchase - Exercise Equipment for New PD - Sourcewell Contract - PD
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
7. Resolution 128-19 Playground Equipment for Ray Ward Park - P&R
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T
8. Resolution 129-19 Purchase, One 2019 Altec Articulating Telescopic Aerial Device - PW.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

9. Resolution 130-19 Request by Verizon for a SUP for their cell tower at 20 Veteran Parkway.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

10. Resolution 131-19 Subdivision and Roadway Acceptance - Eng.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

11. Resolution 132-19 Service Agreement with Motorola Solutions - OPD.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

12. Resolution 133-19 Architectural Agreement for Renovations to Covington Rec Center

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

13. Resolution 134-19 Special appropriation to Boy Scouts of America, Citizen of the Year.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

14. Resolution 135-19 2019 Summer Youth Program

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

14. Ordinances

15. Appointments

16. Adjourn

The City Council meeting minutes of May 21, 2019 are hereby adopted and approved this the 4th day of June, 2019.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

Prior to adjourning the council meeting, Ms. Pitts passed around four pages of photographs taken in Ward 2 for review by Mayor Fuller and City Council members, showing overgrown weeds/grass in the Ward 2 Right of Ways and beside sidewalks. Ms. Pitts stated when she was first elected as the Ward 2 City Council member, there was concerns about the lack of attention in maintaining the weeds/grass in the Right of Ways and beside sidewalks. Also, there is trash in the Right of Way on North Uniroyal Road. We have youth standing in the streets because at bus stops the weeds/grass is so high. There are many places that need attention in Ward 2. In the Royal Park area, residents have to walk in the street because the weeds/grass are so high. I am asking Mayor Fuller to develop a plan to cut the weeds/grass and pickup trash in Ward 2 so it looks the same as the other areas in Opelika. Currently Ward 2 looks the same as when I was first elected and that is not fair.

The council meeting ended at 7:41pm.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	David Canon, Council Member
AYES:	Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT:	Dozier Smith T



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 3442)

Meeting: 05/21/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3442

Minutes from the 5-07-19 city council meeting.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT:	Dozier Smith T



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

May 7, 2019

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

Mr. Shuman called the roll and all city council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Mr. Haefner provided the invocation.

1. Kevin Haefner from the Church of the Highlands.

4. Pledge of Allegiance

Cristian and Katie lead the Pledge of Allegiance.

1. Cristian Perez from Carver Primary and Katie Richards from West Forest Intermediate.

5. Reading of Minutes

1. Minutes from the 4-16-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

1. Proclamation - Bike month.

Mayor Fuller and Shirley Lazenby recognized Patrick Tufts for being the youngest person to complete the 60 mile bike ride for the Bo Bikes Bama event and Lisa Pierce with Alabama Rural Ministries for riding 245 miles in raising funds to help those who lost their homes during the March 3rd tornado. Mayor Fuller also presented a proclamation to Shirley Lazenby recognizing May as Bike month.

2. Recognize Bicentennial T-shirt design winners from Carver & West Forest.

Mayor Fuller, Pasty Jones and Dozier Smith T recognized Katie Richards from West Forest and Cristian Perez from Carver Primary, as the winners of the Bicentennial T-shirt design competition.

8. Citizen Communications

(Limit comments to five minutes or less)

Bill Montgomery thanked Mayor Fuller and the City Council for taking the action to sell the City telecom operation because the City did not need to be in the cable TV business.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by First Baptist Church, street closure on June 10,11,12 & 13.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Public Hearing, Vacate ROW- Portion of West Point Pkwy & Sportsplex Pkwy, 0.18 acres - Awesome LLC

Mr. Shuman announced the public hearing to vacate .18 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing, Vacate ROW- Portion of Sportsplex Pkwy & West Point Pkwy, 0.20 acres - Morgan & Boothe

Mr. Shuman announced the public hearing to vacate .20 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, Vacate ROW - Portion of Anderson Rd. & Sportsplex Parkway, 0.56 acres - Inwoo Paek

Mr. Shuman announced the public hearing to vacate .56 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

1. Resolution Expense reports from various departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution Designate City Personal Property Surplus & Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contract - OES

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Resolution Purchase - FireEye Email Security System - State Contract - IT

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Resolution Purchase - One (1) 2019 Sewer Vacuum Truck - Sourcewell Contract - PW

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution Refund Request-Fuller, Occupational License Fees.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution Refund Request-Walker, Occupational License Fees.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution Refund Request-TPE, Business License Fees
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution Vacate ROW, Portion of West Point Pkwy & Sportsplex Parkway, 0.18 acres
 - Awesome LLC
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, 0.20 acres
 - Morgan & Boothe
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution Vacate ROW, Portion of Anderson Rd & Sportsplex Parkway, 0.56 acres -
 Inwoo Paek
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution Police Captain Validated Selection Procedure Contract
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution Proposal for Sain Assoc. Engineering services, intersection improvements -
 ENG.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Resolution Amend Annual Appropriation to Lee-Russell Council of Governments

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Resolution Annual authorization to Levy tax on property within Opelika.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

16. Resolution Annual MWPP Reports for East and West Sewer Treatment Plants

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

17. Resolution Employee Contract, Asst. Director/Mgr. Distribution Services - OPS.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Ordinances

1. Ordinance Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 2nd Reading

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Ordinance Amending Section 5 of Ordinance Number 129-00 Northside Historic District - 1st Reading

Mr. Smith T introduced this ordinance. Ms. Pitts then made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

Mr. Smith T stated he, maybe more than anyone, is responsible for this issue taking some time to reach a vote. I see the need to protect our history, our beautiful homes, our neighborhoods and businesses. I also see the integral role our Churches play in the very fabric of our City. I see good people and friends on both sides of this issue and that made it difficult.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Ordinance Amending Section 5 of Ordinance Number 151-01 Downtown Historic District - 1st Reading

Ms. Pitts introduced this ordinance. Mr. Canon then made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Ordinance Amending Section 5 of Ordinance Number 112-007 Geneva Historic District - 1st Reading

Ms. Jones introduced this ordinance. Mr. Smith T then made the motion to suspend the rules and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

Ms. Jones stated this has been a difficult decision for all of us but, at the same time we are charged as officials to make decisions that would effect all the people. In doing that, my vote is to protect the existing property owners that had come to the table thinking and knowing that there was an exemption. We are trying to protect those citizens and preserve history.

Mr. Canon thanked the citizens for speaking out and we heard what you said. This is a complicated issue and our decision has been widely supported.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Ordinance Amend Chapter 5.5, add Article IV, Small Wireless Facilities in ROW - 1st Reading

Mr. Canon introduced this ordinance. Mr. Smith T then made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:

Ayes Jones, Pitts, 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, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

16. Adjourn

The City Council meeting minutes of May 7, 2019 are hereby adopted and approved this the _____ day of _____, 2019.

/s/

President of City Council
City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

Just prior to adjourning President Smith allowed Suzanne Montgomery to speak. She stated her concern for the city taking action to amend the historic preservation ordinances. Preserving history use to be voluntary and overtime has become mandated in certain areas and it is very costly. She said this could be setting a precedence with the Churches and could be a slippery slope. Should the City be controlling property and what Churches and other buildings look like? Are these ordinances needed?

The council meeting ended at 7:45pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

Attachment: CM 5-21-19, minutes from 5-07-19 CM (3442 : Minutes from the 5-07-19 city council meeting.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/21/19 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 3439)

DOC ID: 3439

April 2019 Monthly Building Report

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the City's April building permit report.

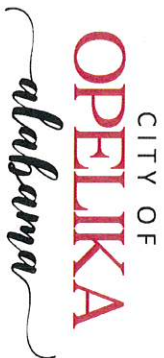
City of Opelika Building Inspections Department
April 2019 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
4/1/2019	2109 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 268,274.00
4/1/2019	1013 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 312,940.40
4/1/2019	2117 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 335,438.00
4/1/2019	1305 INDIA RD	Bobby Laney Master Carpenter LLC	Alteration	\$ 8,500.00
4/1/2019	3709 NATIONAL VILLAGE LOOP	AUBURN FRAMING	Addition	\$ 29,000.00
4/1/2019	1016 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 248,172.90
4/2/2019	2703 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 237,431.00
4/2/2019	904 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 237,386.00
4/2/2019	700 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 180,217.50
4/2/2019	1009 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 226,776.00
4/2/2019	900 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 322,509.30
4/2/2019	2701 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 322,509.30
4/2/2019	1011 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 322,509.30
4/2/2019	2702 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 180,217.50
4/2/2019	1401 WESTPOINT PKWY	FREEMAN CONSTRUCTION, LLC	Alteration	\$ 1,929.00
4/2/2019	1018 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 270,863.30
4/2/2019	2705 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 221,155.10
4/2/2019	2701 FREDERICK RD 203	TUBSAVERS & REMODELING-KERRY WOOD	Alteration	\$ 8,575.00
4/2/2019	1007 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 312,931.00
4/2/2019	802 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$ 221,144.00
4/3/2019	2097 ANDREWS RD	SCF BUILDING A&O LLC	Accessory Buildings	\$ 5,541.00
4/3/2019	900 OLD COLUMBUS RD	A&E HOLDINGS LLC	Alteration	\$ 3,272.00
4/3/2019	713 KILGORE AVE	A&E HOLDINGS LLC	Alteration	\$ 4,490.00
4/3/2019	708 7TH AVE	SUPERIOR ROOFING CO	Roofs	\$ 10,150.00
4/3/2019	212 WITTEL AVE	A&E HOLDINGS LLC	Alteration	\$ 8,829.00
4/3/2019	903 ANDREWS RD	A&E HOLDINGS LLC	Alteration	\$ 6,599.00
4/4/2019	808 DONALD AVE	Robert Calloway	Alteration	\$ 10,000.00
4/8/2019	519 WALKER ST 1	EFFECTIVE SIGNS LLC	Signs	\$ 6,029.00

4/8/2019	3006 LAFAYETTE PKWY	GTR CONTRACTORS LLC	Alteration	\$ 83,000.00
4/9/2019	101 VETERANS PKWY 054	Marty Worthy	Accessory Buildings	\$ 2,850.00
4/10/2019	672 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 256,476.50
4/10/2019	697 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 301,708.90
4/10/2019	686 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,521.10
4/10/2019	644 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 227,463.80
4/10/2019	683 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 335,730.80
4/10/2019	658 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 293,600.20
4/12/2019	3724 QUAIL TRCE	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 334,276.00
4/12/2019	3010 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 235,503.00
4/12/2019	510 WALKER ST	A DESIGN HOUSE LLC	Signs	\$ 5,000.00
4/12/2019	708 N 10TH ST	Diana Dudley	Driveway	\$ -
4/12/2019	3008 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 193,767.00
4/15/2019	2113 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 280,087.00
4/16/2019	310 S 4TH ST	SOUTHERN ROOFING COMPANY	Roofs	\$ 46,975.00
4/17/2019	1911 NORTHGATE DR	ACTION BUILDINGS	Accessory Buildings	\$ 3,646.00
4/17/2019	1965 1ST AVE	J A LETT CONSTRUCTION CO	Addition	\$ 1,000,117.00
4/17/2019	1505 DOUGLAS ST	ALL-V ROOFING & RESTORATION LL	Roofs	\$ 5,675.00
4/17/2019	302 N 12TH ST	ARS	Roofs	\$ 4,300.00
4/18/2019	1407 WEST ST	GOLD HILL CONSTRUCTION	Alteration	\$ 7,150.00
4/18/2019	1201 CEDAR CREEK DR	GRAYHAWK HOMES INC	New Single Family Detached	\$ 288,377.00
4/19/2019	2809 GRAND NATIONAL PKWY	LARRY R BAILEY CONSTRUCTION	Accessory Buildings	\$ 25,182.00
4/19/2019	1055 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 207,700.00
4/19/2019	4174 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 187,973.00
4/19/2019	1096 HAMPSTEAD LN	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,084.00
4/19/2019	1019 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 187,976.00
4/19/2019	1079 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 251,814.10
4/19/2019	1031 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 212,588.00
4/19/2019	1081 HAMPSTEAD LN	STONE MARTIN BUILDERS	New Single Family Detached	\$ 242,714.00
4/19/2019	4186 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,084.00
4/19/2019	4138 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 212,589.80
4/19/2019	1043 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 212,589.80

4/19/2019	1010 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,454.40
4/19/2019	4162 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 207,643.00
4/22/2019	406 AVENUE A	WAYNES ROOFING	Roofs	\$ 6,000.00
4/23/2019	1019 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 187,973.00
4/23/2019	4174 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 187,976.00
4/23/2019	4150 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 257,264.10
4/23/2019	1072 HAMPSTEAD LN	STONE MARTIN BUILDERS	New Single Family Detached	\$ 226,178.00
4/23/2019	1084 HAMPSTEAD LN	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,454.40
4/23/2019	1500 BRUCE AVE	ALL-V ROOFING & RESTORATION LL	Roofs	\$ 9,800.00
4/23/2019	1010 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,392.00
4/23/2019	1703 CREEK STONE DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 244,065.00
4/23/2019	501 CAMELOT WAY	LETLOW CO LLC, THE (OCC TAX)	Alteration	\$ 170,000.00
4/23/2019	4116 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 212,857.40
4/23/2019	4126 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 188,043.50
4/23/2019	1055 ODEN CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 207,695.90
4/23/2019	1093 HAMPSTEAD LN	STONE MARTIN BUILDERS	New Single Family Detached	\$ 186,648.40
4/23/2019	2202 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 268,274.00
4/23/2019	501 N 10TH ST	LETLOW CO LLC, THE (OCC TAX)	Decks	\$ 348,000.00
4/24/2019	3009 GROUSE AVE	TRIPLE B CONSTRUCTION LLC	Roofs	\$ 6,240.00
4/24/2019	3632 QUAIL TRCE	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 229,456.00
4/24/2019	3616 QUAIL TRCE	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 298,986.00
4/24/2019	1822 PEPPERELL PKWY	EFFECTIVE SIGNS LLC	Signs	\$ 75,000.00
4/25/2019	5920 LAFAYETTE PKWY	A&B HOMEBUILDERS	New Single Family Detached	\$ 411,560.00
4/25/2019	1709 OAK BOWERY RD	ALL-V ROOFING & RESTORATION LL	Roofs	\$ 7,960.00
4/25/2019	503 S 8TH ST	COLVIN EVANS CONSTRUCTION	New Single Family Detached	\$ 191,200.00
4/26/2019	1904 PEPPERELL PKWY B	Jesus Santillanes	Signs	\$ 3,200.00
4/29/2019	711 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 301,708.90
4/30/2019	2001 ANDREWS RD		Accessory Buildings	\$ 2,500.00
				\$ 15,776,437.60


 Chief Building Official, Jeff Kappelman



BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Monthly Permits For April 2019

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	3	24
Plumbing Upgrades	3	33
Electrical Upgrades	8	49
Mechanical Upgrades	3	48
Reroofs And Roof Repairs	1	7
Mobile Home Services	0	4
Building Additions/Accessory Structures	1	5

Monthly Totals For April 2010-2019

2010	\$9,543,864.00
2011	\$1,617,122.00
2012	\$45,157,107.00
2013	\$3,361,266.00
2014	\$8,706,142.00
2015	\$4,810,927.00
2016	\$7,028,826.00
2017	\$7,541,492.00
2018	\$31,307,301.58
2019	\$15,776,437.60

Total Permits Issued:

0	New Buildings: Commercial	\$0.00
2	Commercial Renovations And Repairs	\$1,055,667.00
4	Signs	\$89,229.00
54	New Single Family Homes	\$13,431,658.60
29	Residential Repairs And Renovations	\$770,613.00
	New Apartment Units	
2	New Single Family Attached Homes	\$429,270.00
	Total Building Permits Issued	

0

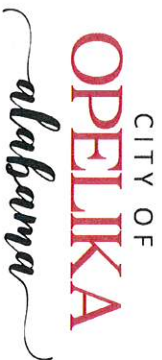
Total Permits Issued For April 2019

\$15,776,437.60

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector





BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Fiscal Year To Date Report - 2019

Building Repairs	Commercial	Residential
Buildings Condemed	0	0
Buildings Demolished	0	0
Building Repairs	7	22
Plumbing Upgrades	1	11
Electrical Upgrades	6	13
Mechanical Upgrades	6	13
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	7

Yearly Totals For Oct. 1st - Sept. 30th	
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$127,079,852.00
2017	\$166,673,506.00
2018	\$111,654,002.74

Total Permits Issued:

15	New Buildings: Commercial	\$6,300,565.60
28	Commercial Renovations And Repairs	\$3,917,892.33
24	Signs	\$703,743.25
154	New Single Family Homes	\$38,128,354.00
111	Residential Repairs And Renovations	\$2,753,191.30
0	New Apartment Units	\$0.00
15	New Duplex Residences	\$1,824,848.00
0	Total Building Permits Issued	\$0.00

194

Permit Total Issued for FY 2019

\$53,219,594.48

Jeff Kappelman
JEFF KAPPELMAN
Chief Building Inspector





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

GENERAL BUSINESS (ID # 3436)

Meeting: 05/21/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3436

Request temporary street closure for Memorial Day City event - May 27th.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT: Dozier Smith T

Shuman, Robert

From: Krehling, Leigh
Sent: Tuesday, May 7, 2019 9:54 AM
To: Shuman, Robert
Cc: McAllister, Taylor; Hilyer, Michael J.; McEachern, John; Motley, Joey; Arrington, Barbara
Subject: Memorial Day Street Closure

Hey Bob- I'd like to put this on the May 21 City Council agenda. We would like to request 7th street between Ave. and Ave. B be closed for the City of Opelika Memorial Day Services on May 27. We will need to close the road between 9 a.m. and Noon. Please advise if I need to do anything else. Thanks, Leigh

Leigh Krehling

Community Relations Officer

City of Opelika

204 S. 7th Street

Opelika, AL 36801

Lkrehling@opelika-al.gov

334.705.5136

www.opelika-al.gov



CITY OF
OPELIKA
alabama



Attachment: CM 5-21-19, Street Closure Memorial Day event (3436 : Request temporary street closure for Memorial Day City event.)



City Council
204 South 7th Street
Opelika, AL

ADOPTED

Meeting: 05/21/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3438)

DOC ID: 3438

Request 2019 Collinwood Christmas Luminaries on Friday, December 13th.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	David Canon, Council Member
AYES:	Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSENT:	Dozier Smith T

May 3, 2019

To the Honorable Mayor Gary Fuller and the Opelika City Council:

Re: **The Collinwood Christmas Luminaries**

Collinwood residents are making plans for their 51st year of Luminaries scheduled on Friday, December 13th beginning at 5:00 p.m. Hopefully, the weather will be clear and we will not have to cancel like we did last year. We are grateful for the past assistance provided by the City of Opelika and again request your participation in this special Christmas event.

Listed below are the areas requiring the assistance of city workers:

CITY SHOPS

- Deposit sand at 2 designated areas one week prior to December 13th: (*Dec 6th*)
East Collinwood between 1115 (Jernigan) and 1119 (Elisabeth Griffin)
West Collinwood between 1116 (Stanley Drake) and 1120 (Will Blevins)
- Clean the streets the morning of the Luminaries, Friday, December 13th.
- Pick-up roadside trash (yard clippings/debris) on Friday, December 13th.
- Provide and deliver **12** barricades to designated locations (***Special Note below) on the morning of the event.

POLICE DEPARTMENT

- Put up barricades at 5:00 p.m. and direct traffic flow until the route is established.
- Remove barricades around 9:00 p.m.

OPELIKA LIGHT AND POWER

- Turn all Collinwood street lights “off” on the morning of Friday, December 13th.
- Turn street lights back “on” anytime after 11:00 p.m. on Friday, December 13th.
- Request temporary power on the pole at the Entrance (*901 Oak Bowery*) to Collinwood to light the entrance sign.

FIRE DEPARTMENT

- The Opelika Fire Department will be notified of the date and time of the Luminaries.

*** Special Note:

The Luminaries follow a one-way route beginning on Collinwood Street at the intersection of North Tenth Street and Oak Bowery Road. Automobiles are routed left on West Collinwood Circle (*requires 4 barricades on Collinwood Street*), a right on Collinwood Street (*requires 3 barricades on E Collinwood Cir*), a left on East Collinwood Circle, ending at the Nativity Scene (*requires 3 barricades on E Collinwood Cir*), then a right on McLure Avenue (*2 barricades to keep any traffic from entering there*).

If you need additional information, please give me a call. The 58 residents of Collinwood thank you again for your time and efforts in working with us to make this a very special holiday event for our community. Merry Christmas from Collinwood!

Sincerely,

Ruth Torbert
2019 Chairman
334-740-0005

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 3449)**

Meeting: 05/21/19 07:00 PM

Department: City Clerk

Category: Demolition - Fix Assessment

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3449

Public Hearing, assess cost of demo at 9 Avenue B.**COMMENTS - Current Meeting:**

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 9 Avenue B in the amount of \$9,198.80. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

NOTICE OF HEARING TO FIX THE AMOUNT OF ASSESSMENT
FOR THE REMOVAL OF THE BUILDING LOCATED AT
9 AVENUE B

Milton Lee Cannon
1025 Goosehollow Circle
Auburn, AL 36830

Mortgage Investors, Inc.
1211 28th Street S
Birmingham, AL 35205

Jordan Olshan
Custodian for Kelly Olshan/ALA UTMA
Address Unknown

NOTICE is hereby given that the building or structure located at 9 Avenue B, Opelika, Alabama has been demolished and removed as authorized and provided for by Resolution No. 303-18. The property upon which said building or structure was located is more particularly described as follows:

Lots O and N of Renfro Edwards Subdivision as shown as a part of Block 10 of Totten's Real Estate Map of Opelika, Alabama, recorded in the Office of the Judge of Probate of Lee County, Alabama in Town Plat Book 2 at Page 9. This property is in Section 8, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, and is shown as Lots O and N on plat of survey for Eddie Servant, a copy of which is attached to deed from Eddie Servant to Climon Williams (deceased husband of the grantor herein) dated October 10, 1964, which now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 672 at Page 85. This is the same property devised by the Will of the said Climon Williams to the grantor herein, which Will now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Will Book 14 at Page 151.

Also being further described as Parcel Number 43-10-03-08-2-002-149.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Attachment: NPH, demo, assess cost, 9 Ave B, 4-10-19 (3449 : Public Hearing, assess demo cost at 9 Avenue B.)

NOTICE is also given that the Building Official has caused to be prepared and submitted to the City Council a report showing all costs incurred in the demolition and removal of said building or structure. Said report has been delivered to the City Clerk of the City of Opelika and is now open for inspection in the Office of the City Clerk of the City of Opelika in the Municipal Building of the City of Opelika, Alabama.

NOTICE is also given that the City Council of the City of Opelika will meet on Tuesday, May 21, 2019, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama to hear and determine any objections or defenses that might be filed to the fixing of costs by the City Council which it finds were reasonably incurred in the demolition and removal of said building or structure. The amount of said costs, as determined by the City Council, shall constitute a special assessment against the land upon which the building or structure was located, and shall constitute a lien on said property for the amount of the assessment. The lien shall be superior to all other liens on the property except prior recorded mortgages and other prior recorded security interests and liens for taxes and shall continue in force until paid.

This Notice is given under my hand on this the ____ day of _____, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

Cost Assessment Worksheet

Address	Costs
<u>9 Avenue B</u>	
Title Search	\$114.00
Lis Pendens	\$28.00
Release of Lis Pendens	\$16.00
Certified Letters	\$34.10
Certified Letters/Bob Shuman	\$6.70
Demolition Cost	\$9,000.00
Total	\$9,198.80

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 3450)**

Meeting: 05/21/19 07:00 PM

Department: City Clerk

Category: Demolition - Fix Assessment

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3450

Public Hearing, assess cost of demo at 206 Byrd Avenue.

COMMENTS - Current Meeting:

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 206 Byrd Avenue in the amount of \$7,036.30. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

NOTICE OF HEARING TO FIX THE AMOUNT OF ASSESSMENT
FOR THE REMOVAL OF THE BUILDING LOCATED AT
206 BYRD AVENUE

Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804

Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804

Compass Bank
315 South 6th Street
Opelika, AL 36801

NOTICE is hereby given that the building or structure located at 206 Byrd Avenue, Opelika, Alabama has been demolished and removed as authorized and provided for by Resolution No. 304-18. The property upon which said building or structure was located is more particularly described as follows:

Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Also being further described as Parcel Number 43-10-03-07-1-001-061.000, according to records maintained in the Lee County Revenue Commissioner's Office.

NOTICE is also given that the Building Official has caused to be prepared and submitted to the City Council a report showing all costs incurred in the demolition and removal of said building or structure. Said report has been delivered to the City Clerk of the City of Opelika and is now open for inspection in the Office of the City Clerk of the City of Opelika in the Municipal Building of the City of Opelika, Alabama.

Attachment: NPH, demo, assess cost, 206 Byrd Ave, 4-10-19 (3450 : Public Hearing, assess cost of demo at 206 Byrd Avenue.)

NOTICE is also given that the City Council of the City of Opelika will meet on Tuesday, May 21, 2019, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama to hear and determine any objections or defenses that might be filed to the fixing of costs by the City Council which it finds were reasonably incurred in the demolition and removal of said building or structure. The amount of said costs, as determined by the City Council, shall constitute a special assessment against the land upon which the building or structure was located, and shall constitute a lien on said property for the amount of the assessment. The lien shall be superior to all other liens on the property except prior recorded mortgages and other prior recorded security interests and liens for taxes and shall continue in force until paid.

This Notice is given under my hand on this the ____ day of _____, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

Attachment: NPH, demo, assess cost, 206 Byrd Ave, 4-10-19 (3450 : Public Hearing, assess cost of demo at 206 Byrd Avenue.)

Cost Assessment Worksheet

Address	Costs
<u>206 Byrd Avenue</u>	
Title Search	\$132.00
Lis Pendens	\$28.00
Release of Lis Pendens	\$16.00
Certified Letters	\$40.20
Certified Letters/Bob Shuman	\$20.10
Demolition Cost	\$6,800.00
Total	\$7,036.30

Attachment: CM 5-21-19, demo cost 206 Byrd Ave. (3450 : Public Hearing, assess cost of demo at 206 Byrd Avenue.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 3451)**

Meeting: 05/21/19 07:00 PM

Department: City Clerk

Category: Demolition - Fix Assessment

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3451

Public Hearing, assess cost of demo at 1003 Alton Court.**COMMENTS - Current Meeting:**

Mr. Shuman stated this was a public hearing for the assessment of cost for the demolition at 1003 Alton Court in the amount of \$4,929.44. President Smith opened the public hearing and asked if there was anyone that would like to speak for or against the assessment of demolition cost. No one came forward to speak. President Smith closed the public hearing.

NOTICE OF HEARING TO FIX THE AMOUNT OF ASSESSMENT
FOR THE REMOVAL OF THE BUILDING LOCATED AT
1003 ALTON COURT

Marvin Dooley
515 Fox Run Parkway #9A
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

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

NOTICE is hereby given that the building or structure located at 1003 Alton Court, Opelika, Alabama has been demolished and removed as authorized and provided for by Resolution No. 305-18. The property upon which said building or structure was located 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.

NOTICE is also given that the Building Official has caused to be prepared and submitted to the City Council a report showing all costs incurred in the demolition and removal of said building or structure. Said report has been delivered to the City Clerk of the City of Opelika and is now open for inspection in the Office of the City Clerk of the City of Opelika in the Municipal Building of the City of Opelika, Alabama.

Attachment: NPH, demo, assess cost, 1003 Alton Court, 4-10-19 (3451 : Public Hearing, assess cost of demo at 1003 Alton Court.)

NOTICE is also given that the City Council of the City of Opelika will meet on Tuesday, May 21, 2019, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama to hear and determine any objections or defenses that might be filed to the fixing of costs by the City Council which it finds were reasonably incurred in the demolition and removal of said building or structure. The amount of said costs, as determined by the City Council, shall constitute a special assessment against the land upon which the building or structure was located, and shall constitute a lien on said property for the amount of the assessment. The lien shall be superior to all other liens on the property except prior recorded mortgages and other prior recorded security interests and liens for taxes and shall continue in force until paid.

This Notice is given under my hand on this the ____ day of _____, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

Cost Assessment Worksheet

Address	Costs
<u>1003 Alton Ct.</u>	
Title Search	\$175.00
Lis Pendens	\$42.00
Release of Lis Pendens	\$24.00
Certified Letters	\$68.34
Certified Letters/Bob Shuman	\$20.10
Demolition Cost	\$4,600.00
Total	\$4,929.44

RESOLUTION NO. 122-19

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 employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	-----
Dorothy Daniels	Municipal Court	298.57
Jamie Payne	Municipal Court	294.66
Ashley Smith	Municipal Court	152.63
Terence White	Information Tech.	106.26
Donna Smith	Accounting	189.08
Patricia Jones	City Council	257.52
Tiffany Pitts	City Council	265.64

-) 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.
- 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(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

5/3/19

NAME

Name Dorothy Daniels

DEPARTMENT

Department Municipal Court

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	Mileage	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Mobile, AL											0.00
THU	Mobile, AL								\$17.59			\$17.59
FRI	Mobile, AL					\$267.96		\$8.02				\$275.98
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	\$267.96	0.00	\$8.02	\$17.59	0.00	0.00	\$293.57

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

To Attend Regional Seminar for Municipal Court

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5.1.19	231x2-462x .58	\$267.96
5.2.19		
5.3.19		

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Auto Rental	
	Gas	
	Parking	
	Inv. Price	
	Out To Pay	
	AC & V	

Acct # 200119003001

Dorothy Daniels

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Samia PayneDEPARTMENT Municipal CourtPERIOD ENDING
5/3/19

DAY	CITY AND STATE	LODGING	TRANSPORTATION			Mileage	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		BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Mobile AL					133.98			6.92			140.90
THU	Mobile AL								19.78			19.78
FRI	Mobile AL					133.98						133.98
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	267.96	0.00	0.00	26.70	0.00	0.00	294.66

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED: COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

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

Maintenance classes

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/1/19	231 x 2 = 462 x .58	267.96
5/2/19		
5/3/19		
		267.96

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

ACCT #0001190003001

Signature: Samia Payne

APPROVED BY: [Signature]

EXPENSE REPORT

PERIOD ENDING

04.05.19

NAME _____

Name ASHLEY SMITH

DEPARTMENT

Department MUNICIPAL COURT

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			
04.03.19	Opelika, AL to Birmingham, AL					60.32						
04.03.19												
04.04.19							5.23					
04.04.19							3.96		22.80			
04.05.19	Birmingham, AL to Opelika, AL					60.32						
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	120.64	9.19	0.00	22.80	0.00	0.00	152.63

WEEKLY TOTAL EXPENSES

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

[illegible][illegible]

NUMBER OF DAYS AWAY FROM HOME

0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

personal vehicle travel to attend Magistrate School

Acet¹¹

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL: TO

MY ADVANCE

Alex Smith

2007-01-11

GOVERNMENT

Agree To Buy
 Seller Verified
 Footing V
 Inv. Price \$10
 Ok To Pay
 A/C * Verifi-

15

EXPENSE REPORT

PERIOD ENDING

4/10/2019

NAME

Name Terence J. White

DEPARTMENT

Department Information Technology

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
4/10 WED	ATLANTA AIRPORT					53.12						0.00
THU												0.00
FRI												0.00
4/6 SAT	ATLANTA, GA					53.12						0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.26

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED: COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
4/6	City Of Opelika	see attached form	Drive to and from Airport	106.26	

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Drive to and from the Airport for Munis Conference.

DALLAS, TX

☐ DEDUCT FROM MY ADVANCE☒ MAIL TO

Information Technology

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/6	miles 91.6 @ 58 cents per mile	53.13
4/10	miles 91.6 @ 58 cents per mile	53.13

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
	Travel Voucher	
	Hotel Voucher	
	Car Rental	
	Travel Agency	
	Travel Insurance	

SIGNATURE

EXPENSE REPORT

NAME

Patricia A. Jones

DEPARTMENT

Legislative - Personal Payment to Patricia A. Jones

PERIOD ENDING

May 3-7, 2019

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 5/7/19	Drive from Mobile to Opelika					128.76						128.76
WED												0.00
THU												0.00
FRI 5/3/19	Drive to Mobile from Opelika					128.76						128.76
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	257.52	0.00	0.00	0.00	0.00	0.00	257.52

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED: COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

5 days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

5 days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Patricia A. Jones

Legislative

Patricia A. Jones
SIGNATURE

Patricia A. Jones
SIGNATURE

Packet Pg. 41

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/3/19	Mileage @ \$.58 with 222 miles	128.76
5/7/19	Mileage @ \$.58 with 222 miles	128.76

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agenda to Mobile	
	Extra Vehicle	
	Pooling Vehicle	
	Inv. Price Bldg Price	
	OK To Pay	
	AC & V	

EXPENSE REPORT

13.1.b

NAME Donna Smith DEPARTMENT Accounting PERIOD ENDING 5/15/2019

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

DATE	DAY	CITY AND STATE	TRANSPORTATION					BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
	SUN												\$ -
	MON												\$ -
5/14/19	TUE	FROM OPELIKA, AL TO TUSCALOOSA, AL					\$ 94.54						\$ 94.54
5/15/19	WED	FROM TUSCALOOSA, AL TO OPELIKA, AL					\$ 94.54						\$ 94.54
	THU												\$ -
	FRI												\$ -
	SAT												\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ 189.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189.08

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
5/14/19	OPELIKA TO TUSCALOOSA 163 MILES@.58	\$ 94.54
5/15/19	TUSCALOOSA, TO OPELIKA 163 MILES@.58	\$ 94.54

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NUMBER OR DAYS AWAY FROM HOME

1 1/2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

CGAT TRAINING

METHOD OF REIMBURSEMENT

MAIL TO:

DONNA SMITH

ACCT DEPT.

SIGNATURE

APPROVED BY

NAME

Tiffany Gibson-Pitts

DEPARTMENT

City Council

PERIOD ENDING

Rec. - 5/17/19

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT 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 5/7/19											132.82	132.82
WED												0.00
THU												0.00
FRI 5/3/19											132.82	132.82
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.64	265.64

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities Convention

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Employee

Department

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/3/19	Mileage 229 X .58	132.82
5/7/19	Mileage 229 X .58	132.82

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agree To P.O.	
	Exts Verified	
	Footing Verified	
	Inv. Price Bio Price	
	Ok To Pay	
	A/C # Verified	

RESOLUTION NO. 123-19

Assess cost of demolition at 9 Avenue B.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR
DEMOLITION AND REMOVAL OF BUILDING
LOCATED AT 9 AVENUE B

WHEREAS, the building or structure located at 9 Avenue B, Opelika, Alabama has been demolished and removed as provided for by Resolution No. 303-18, and the Building Official of the City of Opelika has caused to be prepared a report showing the costs incurred in the demolition and removal of said building or structure and the amount proposed to be assessed against the land upon which said building or structure was located; and

WHEREAS, said report was heretofore delivered to the City Clerk of the City of Opelika and was open for inspection in the Office of the City Clerk of the City of Opelika; and

WHEREAS, the 21st day of May, 2019., at 7:00 p.m. in the City Council Chambers in the Municipal Building in the City of Opelika was the date, time and place heretofore appointed to hear and determine any objections or defenses that might be filed to the fixing of said costs, the proposed assessment, or the amount thereof; and

WHEREAS, the City Clerk has heretofore given notice of said meeting at which the fixing of said costs shall be considered by first class mail to all entities having an interest in the property; and

WHEREAS, the City Council met at the designated time and place to pass upon all such objections to and protests against the proposed assessment; 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 said property should be in accordance with the amount shown on the report heretofore delivered by the Building Official to the City Council.

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

1. That the sum of \$9,198.80 is hereby determined to be the amount reasonably incurred in the demolition and removal of the building located at 9 Avenue B, Opelika, Alabama and said assessment shall constitute a special assessment against the following described real property:

Lots O and N of Renfro Edwards Subdivision as shown as a part of Block 10 of Totten's Real Estate Map of Opelika, Alabama, recorded in the Office of the Judge of Probate of Lee County, Alabama in Town Plat Book 2 at Page 9. This property is in Section 8, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, and is shown as Lots O and N on plat of survey for Eddie Servant, a copy of which is attached to deed from Eddie Servant to Climon

Attachment: Resolution, demo, fix assessment, 9 Ave B, 4-10-19 (123-19 : Assessment of demolition cost at 9 Avenue B.)

Williams (deceased husband of the grantor herein) dated October 10, 1964, which now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 672 at Page 85. This is the same property devised by the Will of the said Climon Williams to the grantor herein, which Will now appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Will Book 14 at Page 151.

Also being further described as Parcel Number 43-10-03-08-2-002-149.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Payment of the assessment shall be made in the manner and as provided in Section 11-40-35, *Code of Alabama*, 1975.

2. If the owner of said property shall elect to pay said assessment in installments, the principal amount of said assessment shall bear interest at the rate of _____ percent per annum.

3. 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 the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

Attachment: Resolution, demo, fix assessment, 9 Ave B, 4-10-19 (123-19 : Assessment of demolition cost at 9 Avenue B.)

Cost Assessment Worksheet

Address	Costs
<u>9 Avenue B</u>	
Title Search	\$114.00
Lis Pendens	\$28.00
Release of Lis Pendens	\$16.00
Certified Letters	\$34.10
Certified Letters/Bob Shuman	\$6.70
Demolition Cost	\$9,000.00
Total	\$9,198.80

Attachment: CM 5-21-19, demo cost 9 Ave. B (123-19 : Assessment of demolition cost at 9 Avenue B.)

RESOLUTION NO. 124-19

Assess cost of demolition at 206 Byrd Avenue.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR
DEMOLITION AND REMOVAL OF BUILDING
LOCATED AT 206 BYRD AVENUE

WHEREAS, the building or structure located at 206 Byrd Avenue, Opelika, Alabama has been demolished and removed as provided for by Resolution No. 304-18, and the Building Official of the City of Opelika has caused to be prepared a report showing the costs incurred in the demolition and removal of said building or structure and the amount proposed to be assessed against the land upon which said building or structure was located; and

WHEREAS, said report was heretofore delivered to the City Clerk of the City of Opelika and was open for inspection in the Office of the City Clerk of the City of Opelika; and

WHEREAS, the 21st day of May, 2019, at 7:00 p.m. in the City Council Chambers in the Municipal Building in the City of Opelika was the date, time and place heretofore appointed to hear and determine any objections or defenses that might be filed to the fixing of said costs, the proposed assessment, or the amount thereof; and

WHEREAS, the City Clerk has heretofore given notice of said meeting at which the fixing of said costs shall be considered by first class mail to all entities having an interest in the property; and

WHEREAS, the City Council met at the designated time and place to pass upon all such objections to and protests against the proposed assessment; 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 said property should be in accordance with the amount shown on the report heretofore delivered by the Building Official to the City Council.

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

1. That the sum of \$7,036.30 is hereby determined to be the amount reasonably incurred in the demolition and removal of the building located at 206 Byrd Avenue, Opelika, Alabama and said assessment shall constitute a special assessment against the following described real property:

Attachment: Resolution, demo, fix assessment, 206 Byrd Ave, 4-10-19 (124-19 : Assess cost of demolition at 206 Byrd Avenue.)

Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Also being further described as Parcel Number 43-10-03-07-1-001-061.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Payment of the assessment shall be made in the manner and as provided in Section 11-40-35, *Code of Alabama*, 1975.

2. If the owner of said property shall elect to pay said assessment in installments, the principal amount of said assessment shall bear interest at the rate of _____ percent per annum.

3. 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 the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

Attachment: Resolution, demo, fix assessment, 206 Byrd Ave, 4-10-19 (124-19 : Assess cost of demolition at 206 Byrd Avenue.)

Cost Assessment Worksheet

Address	Costs
<u>206 Byrd Avenue</u>	
Title Search	\$132.00
Lis Pendens	\$28.00
Release of Lis Pendens	\$16.00
Certified Letters	\$40.20
Certified Letters/Bob Shuman	\$20.10
Demolition Cost	\$6,800.00
Total	\$7,036.30

Attachment: CM 5-21-19, demo cost 206 Byrd Ave. (124-19 : Assess cost of demolition at 206 Byrd Avenue.)

RESOLUTION NO. 125-19

Assess cost of demolition at 1003 Alton Court.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR
DEMOLITION AND REMOVAL OF BUILDING
LOCATED AT 1003 ALTON COURT

WHEREAS, the building or structure located at 1003 Alton Court, Opelika, Alabama has been demolished and removed as provided for by Resolution No. 305-18, and the Building Official of the City of Opelika has caused to be prepared a report showing the costs incurred in the demolition and removal of said building or structure and the amount proposed to be assessed against the land upon which said building or structure was located; and

WHEREAS, said report was heretofore delivered to the City Clerk of the City of Opelika and was open for inspection in the Office of the City Clerk of the City of Opelika; and

WHEREAS, the 21st day of May, 2019, at 7:00 p.m. in the City Council Chambers in the Municipal Building in the City of Opelika was the date, time and place heretofore appointed to hear and determine any objections or defenses that might be filed to the fixing of said costs, the proposed assessment, or the amount thereof; and

WHEREAS, the City Clerk has heretofore given notice of said meeting at which the fixing of said costs shall be considered by first class mail to all entities having an interest in the property; and

WHEREAS, the City Council met at the designated time and place to pass upon all such objections to and protests against the proposed assessment; 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 said property should be in accordance with the amount shown on the report heretofore delivered by the Building Official to the City Council.

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

1. That the sum of \$4,929.44 is hereby determined to be the amount reasonably incurred in the demolition and removal of the building located at 1003 Alton Court, Opelika, Alabama and said assessment shall constitute a special assessment against the following described real property:

Attachment: Resolution, demo, fix assessment, 1003 Alton Court, 4-10-19 (125-19 : Assess cost of demolition at 1003 Alton Court.)

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.

Payment of the assessment shall be made in the manner and as provided in Section 11-40-35, *Code of Alabama*, 1975.

2. If the owner of said property shall elect to pay said assessment in installments, the principal amount of said assessment shall bear interest at the rate of _____ percent per annum.

3. 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 the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

Attachment: Resolution, demo, fix assessment, 1003 Alton Court, 4-10-19 (125-19 : Assess cost of demolition at 1003 Alton Court.)

Cost Assessment Worksheet

Address	Costs
<u>1003 Alton Ct.</u>	
Title Search	\$175.00
Lis Pendens	\$42.00
Release of Lis Pendens	\$24.00
Certified Letters	\$68.34
Certified Letters/Bob Shuman	\$20.10
Demolition Cost	\$4,600.00
Total	\$4,929.44

RESOLUTION NO. 126-19

Emergency Repair - Truck #764 - OPS

RESOLUTION NO. _____

WHEREAS, the City of Opelika Power Services Truck #764 needs a replacement engine; and

WHEREAS, the replacement engine is deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, Southland Transportation Group is replacing the engine; and

WHEREAS, the cost to replace the engine is estimated to be \$29,925.46; and

WHEREAS, the cost of the repair will come from Opelika Power Services Repair and Maintenance fund;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to Southland Transportation Group for an estimated amount of \$29,925.46.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for these repairs.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

C.E. "Eddie" Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



600 Fox Run Pkwy | PO Box 2168
Opelika, Alabama 36803-2168
Phone: 334.705.5170

May 9, 2019

To: The Honorable City Council of Opelika

Subject: Emergency Repairs for OPS Bucket Truck

Dear Council,

OPS would like to request authorization for the emergency repair of Bucket Truck #764. Bucket Truck #764 is a 2014 Model Material Handler Bucket Truck with 20k miles. The engine has failed and will require replacement at a cost of \$29,925.46. There are no known causes for the failure. The warranty is expired due to time. The Public Works Automotive Shop is facilitating the repairs.

Truck #764 is in use every day and is critical to OPS' day-to-day operations. Bucket trucks are the primary piece of equipment for conducting all types of power line construction, maintenance, and outage restoral operations. Any down time with a bucket truck directly inhibits OPS' operational ability and responsiveness to storm events. Outage response may be delayed, and outage restoral times increased due to the equipment shortage.

Due to the increased danger and safety concerns of our product, high-voltage electricity, any equipment shortage due to repair times may also affect the public safety. It's critical that OPS Crews can respond to multiple outage and trouble calls at once if necessary due to downed lines, car wrecks involving power lines, downed trees, etc. In all cases, timely responses are critical for safety and customer service.

Kindest Regards,

Derek S. Lee

Director

www.opelikapower.com

Attachment: 5-21-19 - TRUCK #764 EMERGENCY REPAIR - CNCL PKT (126-19 : Emergency Repair - Truck #764 - OPS)

Repair Management
 BY NAVISTAR

SOUTHLAND TRANS GROUP
 1563 MAXWELL BLVD. - MONTGOMERY, AL 36104
 Phone: (1) 334-8324102 - Fax: (1) 334-8324941
 Estimate Number: 2546519 - RO Number: N/A
 Service Writer: William Little - Date: 5/3/2019 10:29 AM (C)
 Currency: USD

**Unit No: 764****City Of Opelika**

VIN: 1HTWGAAT5EH019353
 Model: 7400 SBA 6X4
 Engine: MAXXFORCE DT 300HP/2400 GOV
 Make: International
 Delivered: 5/9/2014
 In Service: 4 Years 11 Months
 Mileage: 0 Eng Hrs: 0

Recall/AFC: No

Contact Name: DONNA FLEMING
 Position: service-primary
 Phone: () -
 E-Mail: dfleming@opelika.net
 PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
diag	\$1,995.00	\$0.00	\$0.00	\$1,995.00
Engine Assembly (COMPLETE), Remove & Reinstall (1) ENGINE, REMANUFACTURED TRIMMED DT466HT 245HP OR ABOVE FRONT SUMP	\$3,030.00	\$21,756.20	\$0.00	\$24,786.20
misc nuts, bolts, gaskets, components, etc	\$0.00	\$1,000.00	\$0.00	\$1,000.00
Diesel Particulate Filter (DPF), R & R And/Or Replace (1) GASKET, HC INJECTOR	\$330.00	\$34.80	\$0.00	\$364.80
Aftertreatment Fuel Injector (AFI), Clean	\$60.00	\$0.00	\$0.00	\$60.00
Aftertreatment Fuel Injector (AFI), Replace (2) GASKET, FLANGE V- BAND	\$450.00	\$34.46	\$0.00	\$484.46
A/C Recover / Recycle Machine - Fixed Cost	\$0.00	\$0.00	\$0.00	\$95.00
Dpf Cleaning - Fixed Cost	\$0.00	\$0.00	\$0.00	\$125.00
Computer Hook Up - Fixed Cost	\$0.00	\$0.00	\$0.00	\$115.00
Diag, (DPF) Regeneration Procedure	\$285.00	\$0.00	\$0.00	\$285.00

Notes: [5/3/2019 10:29 AM] - Dealer: ...

Summary	
Parts:	\$22,825.46
Core:	\$0.00
Labor:	\$6,150.00
Other Items:	\$335.00
Shop:	\$615.00
Tax:	\$0.00
TOTAL:	\$29,925.46

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
 DATE: __/__/__

RESOLUTION NO. 127-19

Purchase - Exercise Equipment for New PD - Sourcewell Contract - PD**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase Exercise Equipment for the new police department utilizing Sourcewell Contract (formerly NJPA) #120215-LFF; and

WHEREAS, Life Fitness is the Sourcewell Contract Vendor for the Exercise Equipment; and

WHEREAS, funds for this purchase are coming from the Police Building Expense Account;

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

1. That the purchase be awarded to Life Fitness utilizing the Sourcewell Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Life Fitness in the total amount of \$33,631.42.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Quote#

3223357 - 1R

LifeFitness

HAMMER
STRENGTH

SCYBEX

INDOOR CYCLING

SCIFIT

BRUNSWICK
HEALTH

Date 01-MAR-2019 Expires 28-JUN-2019

Ship To

OPELIKA POLICE DEPARTMENT
501 S 10TH ST
OPELIKA, LEE
AL 36801
United States

Contact :

O:
M:
F:
Email:

Bill To

OPELIKA POLICE DEPARTMENT
501 S 10TH ST
OPELIKA, LEE
AL 36801
US

Contact :

O:
M:
F:
Email:

Sales Representative

JOHN TREVOR HAYES
O: 334-663-4751
M: 334-663-4751
F: 866-299-8654
Email: Trevor.Hayes@lifefitness.com

Life Fitness

Phone: Main (847) 288-3300
Toll Free (800) 735-3867
Life Fitness
9525 Bryn Mawr Avenue
Rosemont, IL 60018
USA

Onsite Contact and Delivery Information

Email: jbazzell@sslarch.com
Phone: (334) 263-5162
Shipment Priority: GRAND OPENING
Customer Requested Delivery Date: 01-AUG-2019

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
1	ACC-CL Collar, Spring, With Rubber Handle (Each)	6	11.00	-3.30	7.70	46.20
2	ACC-DB HEX Dumbbell 25LB Each,Rubber	2	54.00	-16.20	37.80	75.60
3	ACC-DB HEX Dumbbell 30LB Each,Rubber	2	59.00	-17.70	41.30	82.60
4	ACC-DB HEX Dumbbell 35LB Each,Rubber	2	68.00	-20.40	47.60	95.20
5	ACC-DB HEX Dumbbell 40LB Each,Rubber	2	77.00	-23.10	53.90	107.80
6	ACC-DB HEX Dumbbell 45LB Each,Rubber	2	88.00	-26.40	61.60	123.20
7	ACC-DB HEX Dumbbell 50LB Each,Rubber	2	97.00	-29.10	67.90	135.80
8	ACC-DB HEX Dumbbell 55LB Each,Rubber	2	110.00	-33.00	77.00	154.00
9	ACC-DB HEX Dumbbell 60LB Each,Rubber	2	114.00	-34.20	79.80	159.60
10	ACC-DB HEX Dumbbell 65LB Each,Rubber	2	119.00	-35.70	83.30	166.60
11	ACC-DB HEX Dumbbell 70LB Each,Rubber	2	133.00	-39.90	93.10	186.20
12	ACC-DB HEX Dumbbell 75LB Each,Rubber	2	140.00	-42.00	98.00	196.00
13	ACC-DB HEX Dumbbell 5LB Each,Rubber	2	13.00	-3.90	9.10	18.20

This is a draft quote and not a contract - Subject to management approval

Quote#

3223357 - 1R

Date 01-MAR-2019 Expires 28-JUN-2019

LifeFitness

HAMMER
STRENGTH

SCYBEL

INDOOR CYCLING

SCIFIT

BRUNSWICK

Page 2

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
14	ACC-DB HEX Dumbbell 10LB Each,Rubber	2	27.00	-8.10	18.90	37.80
15	ACC-DB HEX Dumbbell 15LB Each,Rubber	2	40.00	-12.00	28.00	56.00
16	ACC-DB HEX Dumbbell 20LB Each,Rubber	2	51.00	-15.30	35.70	71.40
17	HS-OB Hammer Olympic Bar,28MM,Chrome,Bushing,20KG	1	400.00	-120.00	280.00	280.00
18	HS-OB Standard Curl Bar,5FT,Chrome,Bushing,Straight	1	190.00	-57.00	133.00	133.00
19	HS-OB Standard Curl Bar,5FT,Chrome,Bushing,EZ Curl	1	200.00	-60.00	140.00	140.00
20	HS-OP Hammer Olympic Plate 45LB,Rubber,RndX	6	114.00	-34.20	79.80	478.80
21	HS-OP Hammer Olympic Plate 25LB,Rubber,RndX	6	65.00	-19.50	45.50	273.00
22	HS-OP Hammer Olympic Plate 10LB,Rubber,RndX	6	27.00	-8.10	18.90	113.40
23	HS-OP Hammer Olympic Plate 5LB,Rubber,RndX	6	14.00	-4.20	9.80	58.80
24	HS-OP Hammer Olympic Plate 2.5LB,Rubber,RndX	6	8.00	-2.40	5.60	33.60
25	INXSC INTEGRITY SC CROSS-TRAINER - Cross-Trainer Base Arctic Silver/INTY C LED LC/CT WLAN	2	4,949.00	-1,484.70	3,464.30	6,928.60
	EXTENDED WARRANTY EXT WARR-PARTS & LABOR- 3 YEAR INT STNDRD CT BASE	2	255.55	-255.55	0.00	0.00
	EXTENDED WARRANTY EXT WARR-PARTS & LABOR- 3 YEAR INT LED CONSOLE	2	210.38	-210.38	0.00	0.00
26	INRSC INTEGRITY SC RECUMBENT BIKE - Recumbent Bike Base Arctic Silver/INTY C LED LC/CT WLAN	1	3,549.00	-1,064.70	2,484.30	2,484.30
	EXTENDED WARRANTY EXT WARR-PARTS & LABOR- 3 YEAR INT STNDRD LR BASE	1	175.52	-175.52	0.00	0.00
	EXTENDED WARRANTY EXT WARR-PARTS & LABOR- 3 YEAR INT LED CONSOLE	1	210.38	-210.38	0.00	0.00
27	INTSC INTEGRITY SC TREADMILL - S Tread Base Low VT/Arctic Silver S Tread Basekit/INTY C LED TR WLAN/Line Cord Tread Domestic Low Voltage	2	7,099.00	-2,129.70	4,969.30	9,938.60
	EXTENDED WARRANTY EXT WARR-PARTS & LABOR- 3 YEAR INT STNDRD TR BASE	2	848.37	-848.37	0.00	0.00

This is a draft quote and not a contract - Subject to management approval

Attachment: 5-21-19 - EXERCISE EQUIPMENT FOR NEW PD - SOURCEWELL CONTR (FORMERLY NJPA) #120215-LFF - CNCL PKT (127-19 :

Quote#

3223357 - 1R

LifeFitness

HAMMER
STRENGTH

SCYBEX

INDOOR CYCLING

SCIFIT

BRUNSWICK

Date 01-MAR-2019 Expires 28-JUN-2019

Page 3

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
	EXTENDED WARRANTY	2	210.38	-210.38	0.00	0.
	EXT WARR-PARTS & LABOR- 3 YEAR INT LED CONSOLE					
28	FW-DR3	1	1,273.00	-381.90	891.10	891.
	HAMMER STRENGTH THREE TIER DUMBBELL RACK - Platinum					
	Frame/English/Storage Tray/Storage Tray/Storage Tray					
	Total 1,107.40					
	Storage Tray	1	103.00	-30.90	72.10	72.
	Storage Tray	1	103.00	-30.90	72.10	72.
	Storage Tray	1	103.00	-30.90	72.10	72.
29	HDT-HR	1	2,238.00	-671.40	1,566.60	1,566.
	HD ATHLETIC HALF RACK - PLATINUM/HIGH WEAR					
	CHARCOAL/HIGH WEAR CHARCOAL/HD ATHLETIC 42IN					
	MULTI-GRIP BAR					
	Total 1,713.60					
	HD ATHLETIC 42IN MULTI-GRIP BAR	1	210.00	-63.00	147.00	147.
30	HDT-MAB	2	977.00	-293.10	683.90	1,367
	HD ATHLETIC MULTI-ADJUSTABLE BENCH - PLATINUM/BLACK					
	UPH					
31	HDLDPH	1	4,103.00	-1,230.90	2,872.10	2,872.
	HD ELITE, DUAL PULLDOWN/ROW - Platinum Frame/HDLDPH					
	UPHOLSTERY OPTION BLK/LANG.ENG/WGT					
	STK.G-LB/SHR.REAR/HDLDPH.8FT					

This is a draft quote and not a contract - Subject to management approval

Quote#

3223357 - 1R

LifeFitness

HAMMER
STRENGTH

SCYB

INDOOR CYCLING

SCIFIT

BRUNSWICK

Date 01-MAR-2019 Expires 28-JUN-2019

Page

PO Number		Subtotal	
Payment Type		List Price	45,771.26
Payment Terms	NET 30	Total Adjustment	-16,136.06
Freight Terms		Selling Price	29,635.20
FOB			
Freight/Fuel/Installation			3,996.22
Tax			TAXES AS APPLICABLE
Total(USD)			33,631.42

Notes:

NJPA CONTRACT # 120215-LFF

This is a draft quote and not a contract - Subject to management approval

News



Life Fitness

Exercise & Fitness Equipment

#120215-LFF

Maturity Date: 01/19/2020

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 120215-LFF gives access to the following types of goods and services:

- Financing
- Trade-Ins
- Facility Design & Equipment Placement
- Full Installation
- Service Plans
- Education
- Turnkey Fitness & Recreational Solutions
- Cardio Fitness Equipment
- Strength Training Equipment
- Group Training Solutions
- Fitness Accessories

Become a Member

RESOLUTION NO. 128-19

Playground Equipment for Ray Ward Park - P&R**RESOLUTION NO. _____**

WHEREAS, the Purchasing Department received Request for Proposals (RFP) for the purchase of Playground Equipment for Ray Ward Park for the Parks and Recreation Department; and

WHEREAS, RFP responses were received from five (5) companies as follows; and

	Option 1	Option 2
Bliss Products and Services	\$17,190.12	\$16,836.28
Pet and Playground	\$19,767.29	\$18,363.64
Great Southern Recreation	\$19,946.68	\$18,638.42
J A Dawson & Co., Inc.	\$19,847.72	\$19,869.20
Play & Park Structures	\$19,992.20	\$19,863.85

WHEREAS, the proposals were evaluated against the criteria in the RFP based on the requested creative features and design; and

WHEREAS, the best proposal was submitted by Great Southern Recreation meeting the guidelines in the evaluation system outlined in the RFP; and

WHEREAS, this purchase is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Great Southern Recreation for Option 1.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Great Southern Recreation in the amount of \$19,946.68.

3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: RFP #19017 – We are asking the Council to approve a purchase for Playground Equipment for Ray Ward Park

FACTS:

- Bid opening date – 5/6/19
- User Department – Parks and Recreation
- RFP was mailed to 24 vendors
- 5 proposals were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award purchase to Great Southern Recreation for Option 1 in the amount of \$19,946.68 on their bid meeting expectations.**

BID# 19017 DATE: 5/6/19 DEPT: PARKS & RECREATION						24 VENDORS INVITED		
DESCRIPTION: PLAYGROUND EQUIPMENT						5 BIDS RECEIVED		
		DELIVERY &			DELIVERY &			
VENDOR NAME	OPT 1	INSTALL	TOTAL OPT1	OPT 2	INSTALL	TOTAL OPT2	DEL	DISC
AL TENNIS INC								
AMERICAN SAFETY UTILITY								
ATD AMERICAN COMPANY								
BLISS PRODUCTS AND SERVICES	\$ 12,759.30	\$ 4,430.82	\$17,190.12	\$12,550.50	\$ 4,285.78	\$16,836.28	45 days	--
BSN SPORTS INC								
CHATTAHOOCHEE VENEER								
GAME TIME								
GIFFEN RECREATION CO INC								
GREAT SOUTHERN RECREATION			\$19,946.68			\$18,638.42	50 days	--
HAMMILL & ASSOCIATES INC								
J A DAWSON & CO INC	\$ 12,145.00	\$ 7,702.72	\$19,847.72	\$12,176.20	\$ 7,693.00	\$19,869.20	4 weeks	--
KOMPAN PLAYGROUNDS								
KORKAT INC								
LANDSCAPE STRUCTURES INC								
LEISURE CREATIONS								
MIRACLE RECREATION EQUIP CO								
OUTDOOR ALUMINUM INC								
PLAY & PARK STRUCTURES			\$19,992.20			\$19,863.85	28-35 days	--
PLAYSCAPES OF MISSISSIPPI LLC								
SOUTHLAND BULK SERVICE, INC								
SWINGSETMALL.COM								
TIFFIN ATHLETIC MATS INC								
TRAMPOLINES USA								
TWIN STATES RECREATION/BURKE								
Pet and Playground	\$ 14,000.04	\$ 5,767.25	\$ 19,767.29	\$12,359.39	\$ 6,004.25	\$ 18,363.64	45 days	1% Net 15

Attachment: 5-21-19 - PLAYGROUND EQUIPMENT FOR RAY WARD PARK 19017 - BID PKT (128-19 :

RESOLUTION NO. 129-19

Purchase, One 2019 Altec Articulating Telescopic Aerial Device - PW.

RESOLUTION NO. _____

WHEREAS, the Public Works Department desires to purchase one (1) 2019 Altec Articulating Telescopic Aerial Device utilizing Sourcewell Contract #012418-ALT; and

WHEREAS, Altec Industries, Inc. is the Contract Vendor for the one (1) 2019 Altec Articulating Telescopic Aerial Device; and

WHEREAS, budgeted funds will come from the Public Works Capital Outlay Fund;

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

1. That the purchase be awarded to Altec Industries, Inc. utilizing the Sourcewell Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Altec Industries, Inc. in the amount of \$118,924.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



Altec Industries, Inc.

Opportunity Number: 517580

Quotation Number: 1120734

Sourcewell Contract #: 012418-ALT

Date: 5/13/2019

Quoted for: City of Opelika

Customer Contact:

Phone: / Email:

Quoted by: Alan Bailey

Phone: 270-982-8122 / Email: alan.bailey@altec.com

Altec Account Manager: Jay Hale

REFERENCE ALTEC MODEL

AT37G	Articulating Telescopic Aerial Device (Insulated)	\$102,639
-------	---	-----------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO boom option	\$2,192
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$3,858
3	AT37G-HFO	H Frame Outriggers, Wooden Outrigger Pads, and Pad Holders	\$3,340
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$561
2	LTC	LOWER TOOL CIRCUIT	\$374
3	SPOT5	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	\$410
4	SPOT5	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	\$410
5	CH	Cone Holder, Fold Over Post Style	\$277
6	HRS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick	\$1,392
7	RW	Rear Window Guard	\$271
8			

SOURCEWELL OPTIONS TOTAL: \$115,724**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT		
2	UNIT & HYDRAULIC ACC	50' non-conductive hoses	\$436
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Stainless steel grounding lug and Altec grounding system	\$994
6	FINISHING	Non-skid coating on cargo walls and on front bumper	\$652
7	CHASSIS		
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$2,082**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$117,806****Delivery to Customer: \$1,118****TOTAL FOR UNIT/BODY/CHASSIS: \$118,924****(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			
3			
4			

****Pricing valid for 45 days******NOTES****PAINT COLOR:** White to match chassis, unless otherwise specified**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.**TO ORDER:** To order, please contact the Altec Account Manager listed above.**CHASSIS:** Per Altec Commercial Standard**DELIVERY:** Based on stock availability**TERMS:** Net 30 days**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.**BUILD LOCATION:** Elizabethtown, KY

City of Opelika Sourcewell Quote 5.15.19

Attachment: 5-21-19 - (1) ALTEC ARTICULATING TELESCOPIC AERIAL DEVICE - SOURCEWELL CONTR - CNCL PKT (129-19 : Purchase-One



Cooperative Purchasing ▾ Services & Programs ▾



Join

News



Altec Industries

Utility, Tree Care, Lights & Signs Equipment

#012418-ALT

Maturity Date: 03/14/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcwell contract 012418-ALT gives access to the following types of goods and services:

- Aerial Devices
- Digger Derricks
- Boom Truck Cranes
- Knuckle Boom Cranes
- Wood Chippers
- Pressure Diggers
- Service Bodies
- Chip Dump Bodies
- Cable Handling
- Trailers
- Tools and Accessories
- Training

Additional information can be found on the vendor-provided, nongovernment website at:

www.altec.com/government-sales

RESOLUTION NO. 130-19

Request by Verizon for a SUP for their cell tower at 20 Veteran Parkway.

RESOLUTION NO. _____

WHEREAS, Verizon has requested to modify their equipment at an existing wireless telecommunication facility located at 20 Veteran's Parkway, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

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

WHEREAS, both the City and Verizon's customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the modification of Verizon's equipment at this facility located at 20 Veteran's Parkway, which consist of a 99' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon is hereby granted a Special Use Permit to modify their equipment at the wireless telecommunications facility located at 20 Veteran's Parkway. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to the issuance of the Building Permit, Verizon or the tower owner must submit for review and approval by the City, updated construction drawings that reference the correct Codes adopted by the City.
2. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon may

petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.

3. Verizon must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
4. Once, Verizon has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon must notify the City's consultant for all inspections.
5. Prior to the issuance of the Certificate of Occupancy, Verizon or the tower owner must remediate the following safety issues noted at the pre-application site visit:
 - a. Remove two trees that have fallen on the compound fence.
6. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
7. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this _____ day of _____, 2019.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC
City Clerk-Treasurer

RESOLUTION NO. 131-19

Subdivision and Roadway Acceptance - Eng.

Resolution No. _____

WHEREAS, the public works infrastructure and utilities listed below have been constructed and inspected in accordance with the City of Opelika Public Works Manual; and

WHEREAS, the City of Opelika has received from the developer a written statement of the constructed costs of said facilities, or an estimate by the City Engineer of the amounts in the amounts stated ; and

WHEREAS. Section 4.9 of the Subdivision Regulations require acknowledgement of the dedication of such infrastructure and utilities by the City Council.

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

1. That the City of Opelika hereby accepts dedication of the following streets in the Oak Bowery Pines Phase II as well as all drainage culverts, and water mains that serve the land parcels abutting those streets:

- Palin Avenue-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 95,000
- Drainage Culverts-\$ 65,000

2. That the City of Opelika hereby accepts dedication of the following streets in the McDonald Downs Phase II as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- McDonald Drive-last 400-ft of roadway extension

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 68,800
- Sanitary Sewer-\$ 40,000
- Drainage Culverts-\$ 51,200

3. That the City of Opelika hereby accepts dedication of the following streets in the Torbert Subdivision as well as all drainage culverts, sanitary sewers and water mains that serve the land parcels abutting those streets:

- Thompson Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 135,000
- Sanitary Sewer--\$24,800
- Drainage Culverts-\$ 15,000

4. That the City of Opelika hereby accepts dedication of the following streets in the East Point Phase II as well as all drainage culverts, sanitary sewers, bridge and water mains that serve the land parcels abutting those streets:

- Crossings Drive-all
- Eastpoint Drive-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$ 120,400
- Sanitary Sewer-\$ 70,000
- Drainage Culverts-\$ 87,600

5. That the City of Opelika hereby accepts dedication of the following streets as well as all drainage culverts, and sanitary sewers that serve the land parcels abutting those streets:

- Sportsplex Parkway-all

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets-\$1,406,248
- Sanitary Sewer-\$ 261,540
- Drainage Culverts-\$ 88,768

That Mayor Gary Fuller is authorized to make the necessary financial adjustments to properly record the dedication of this public works infrastructure to the City of Opelika.

APPROVED AND ADOPTED this the _____ day of _____, 2019

Opelika City Council President

ATTEST:

Robert G. Shuman
City Clerk/Treasurer

RESOLUTION NO. 132-19

Service Agreement with Motorola Solutions - OPD.

RESOLUTION NO. _____

**RESOLUTION APPROVING SERVICE AGREEMENT
BY AND BETWEEN MOTOROLA SOLUTIONS, INC.,
AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) owns and operates a 800 MHz trunk radio system (the “System”) manufactured by Motorola Solutions, Inc., (“Motorola”) to provide continuous support to public safety and to other mission-critical users; and

WHEREAS, the system hardware and software are proprietary and immediate access to the manufacturer’s engineering, support and product services group is critical to maintaining the stability, interoperability and reliability of the System; and

WHEREAS, a Service Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A”, has been prepared by Motorola 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; and

WHEREAS, pursuant to the Agreement, Motorola will monitor, maintain and update the System, providing improved network response and continuity; and

WHEREAS, the term of the Agreement is three (3) years and the Police Chief has certified that sufficient funds are available in the Police Department budget to cover the 2019 annual payment.

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

1. That the proposed Service Agreement to be entered into between the City and Motorola, a copy of which are attached hereto as Exhibit “A”, is hereby approved and accepted in the form substantially submitted to the City Council.
2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.
4. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.
5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

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

ATTEST:

CITY CLERK

EXHIBIT "A"



SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000002823
Contract Modifier: R01-FEB-19 00:18:40

Date: 19-April-2019

Company Name: Opelika, City Of
Attn.:
Billing Address: Po Box 390
City, State, Zip Code: Opelika, AL 36803
Customer Contact: Ed Clark
Phone:

P.O.#: TBD
Customer #: 1035812107
Bill to Tag#: 0001
Contract Start Date: 01-JUN-2019
Contract End Date: 31-MAY-2022
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	3 YEAR AMT
	LSV01S00509A	***** Recurring Services ***** ASTRO ADVANCED PACKAGE ***See Page3 "Pricing Table" for breakout of services included in package***	\$254,138.00
	SVC04SVC0169A	NICE GOLD Service	\$33,292.00
		Sub Total	\$287,430.00
		Taxes	\$0.00
		Grand Total	\$287,430.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Brett Seagroatt	615-218-8981	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Attachment: Motorola Exhibit A (132-19 : Motorola Service Agreement)

Company Name : Opelika, City Of
Contract Number : USC000002823
Contract Modifier : R01-FEB-19 00:18:40
Contract Start Date : 01-JUN-2019
Contract End Date : 31-MAY-2022

Revised June 16, 2018

Pricing Table

This agreement covers the following equipment for City of Opelika: # RF Sites: QTY One (1) "Opelika P25" #Stations = GTR: QTY Nineteen (19) # of ASTRO Dispatch Sites: QTY one (1) "Opelika Dispatch" # of MCC Dispatch Consoles: QTY four (4) + one spare VPM # of AIS: One (1) **3 year quote does not include any additional costs for new consoles/equipment being purchased***	Year:	2019	2020	2021
	Term:	6/1/2019 - 5/31/20	6/1/2020 - 5/31/21	6/1/2021 - 5/31/22
	Release:	7.16	7.18	7.20
	Upgrade Schedule:	July '19	N/A	N/A
	End of Standard Support:	N/A	N/A	N/A
	End of Extended Support:	N/A	N/A	N/A
	Support Status:	Standard	Standard	Standard
Service Offering	Service Offer Model	3 Year Quote	3 Year Quote	3 Year Quote
Network Monitoring	LSV01S00509A	\$ 2,737	\$ 2,819	\$ 2,903
Technical Support		\$ 5,194	\$ 5,350	\$ 5,511
Dispatch Service		\$ 414	\$ 426	\$ 439
Onsite - Premier		\$ 43,875	\$ 45,191	\$ 46,547
Preventive Maintenance Level 1		\$ 3,826	\$ 3,941	\$ 4,059
Infrastructure Repair W/ Advanced Replacement		\$ 18,608	\$ 19,166	\$ 19,741
Network Security Monitoring		\$ 3,068	\$ 3,160	\$ 3,255
Security Update Service		\$ 4,500	\$ 4,635	\$ 4,774
Remote Security Update Service Management		\$ -	\$ -	\$ -
NICE GOLD Support - 24x7 Support (Remote Telephone &	SVC04SVC0169A	\$ -	\$ 16,400	\$ 16,892
Advanced Package Total		\$ 82,221	\$ 101,088	\$ 104,121

Attachment: Motorola Exhibit A (132-19 : Motorola Service Agreement)

Revised June 16, 2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

Revised June 16, 2018

Attachment: Motorola Exhibit A (132-19 : Motorola Service Agreement)

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

Revised June 16, 2018

Attachment: Motorola Exhibit A (132-19 : Motorola Service Agreement)

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Attachment: Motorola Exhibit A (132-19 : Motorola Service Agreement)

Revised June 16, 2018

RESOLUTION NO. 133-19

Architectural Agreement for Renovations to Covington Rec Center

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA AND LATHAN ASSOCIATES ARCHITECTS, P.C.
FOR RENOVATIONS TO COVINGTON RECREATION CENTER**

WHEREAS, the City of Opelika, Alabama, (the “City”) intends to renovate and make improvements to the Covington Recreation Center (the “Project”); and

WHEREAS, the City wishes to retain Lathan Associates Architects, P.C. (“Lathan”), to provide architectural, consulting and related services in connection with the Project; and

WHEREAS, Lathan possesses the required skills and expertise that would be of benefit to the City; and

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

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

1. That the proposed Agreement for architectural services to be entered into between the City and Lathan Associates Architects, P.C., 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 hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City.

3. That Lathan shall be compensated for its services as architect in accordance with the provisions of Article 11 of the Agreement. The funds for said services shall come from the Unassigned Fund Balance.

4. That the Mayor and the Controller are hereby authorized to make the necessary and appropriate accounting entries to carry into effect the intent of this Resolution.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Opelika
204 South 7th Street
Opelika, AL 36801

and the Architect:
(Name, legal status, address and other information)

Lathan Associates Architects, P.C.
300 Chase Park South
Suite 200
Hoover, AL 35244

for the following Project:
(Name, location and detailed description)

Renovation to Covington Recreation Center
Architect's Job No. 19-33

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1836280941)

Attachment: CM 5-21-19, agreement with Lathan Assoc, renovate Covington RC (133-19 : Architectural Agreement for Renovations to Covington Rec

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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User Notes:

(1836280941)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Project will be competitively bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Joey Motley, City Administrator
City of Opelika
204 S 7th Street
Opelika, AL 36803
Phone: 334-705-5150
Email: jmotley@opelika-al.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

Init.

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User Notes: (1836280941)

.2 Civil Engineer:

Not applicable.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

M. Shawn Calma, AIA
Lathan Associates Architects, P.C.
300 Chase Park South, Suite 200
Hoover, AL 35244
Email: scalma@lathanassociates.com
Phone: (205) 988-9112

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

LBYD, INC.
716 South 30th Street
Birmingham, AL 35233
Phone: 205-251-4500

.2 Mechanical Engineer:

EDMONDS ENGINEERING, INC.
Riverchase Office Plaza #2, Suite 205
Hoover, AL 35244
Phone: 205-988-2069

.3 Electrical Engineer:

Stewart Engineering
P. O. Box 2233
Anniston, AL 36202
Phone: 256-237-0891

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

2.6 The Architect hereby agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death and claims for losses of any type and for all judgments or decrees recovered therefor and for all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney's fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts or omissions of the Architect, its employees, agents, contractors or representatives, and/or design defects or breaches of warranty in, caused by or related to the Project documents. The Architect shall promptly correct or remedy any defects or problems caused by or related to any of the above, to the extent possible at no cost to the Owner

2.7 The Architect understands that performance of the Architect's Services will require communication with various entities involved in completion of the Work, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary to ensure compliance with the Conditions.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the prior notice to the architect.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.1.7 Basic Services shall include:

3.1.7.1 - Preliminary drawings.

3.1.7.2 - Civil engineering – See Section 4.1.2.1 for limited Civil Engineering services provided.

3.1.7.3 - Landscape design

3.1.7.4 - Detailed costs estimating

3.1.7.5 - Conformed documents for Construction

3.1.7.6 - As constructed record drawings

3.1.7.7 - Architect's coordination of the Owner's consultants

3.1.7.8 - Telecommunications/data design

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Construction Documents and the Project in its entirety shall comply with the laws of the State of Alabama and the local governments in which the Project is located.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. After Owner's review, the Architect shall incorporate Owner's comments into final Construction Documents.

3.4.6 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner, and the Architect will indemnify, hold harmless and defend the Owner from all third party claims, suits and damages, if any, resulting from the Architect's negligent acts, errors or omissions. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If due to Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable costs that would have been incurred by the Owner at the time of the original bid for such Project, item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and for the negligent acts or omissions of the Architect's consultants and subcontractors and for the failure of the Architect, and the Architect's consultants and subcontractors to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing portions of the Work, including the Contractor and the Contractor's subcontractors.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until the time of Substantial Completion.

§ 3.6.2.2 The Architect can recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret matters concerning performance under, and requirements of, the Contract Documents and make written recommendations to the Owner concerning the Contractor's performance and allow the Owner to make final decisions regarding actions that should be taken in response.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in this subparagraph, shall be subject to mediation and other remedies at law or in equity.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect shall review and remove or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review, but in no case shall the review time exceed two weeks from the time of receipt without prior written approval from the Owner.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

3.6.6.6 Subsequent to meetings with the Owner, as indicated in 3.6.6.5, the Architect shall conduct a walkthrough with the Owner and Contractor to review any open warranty issues for the purpose of developing a final list of items to be corrected prior to the expiration of the final warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
<i>(Row deleted)</i>	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

(Rows deleted)

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§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
<i>(Row deleted)</i>		
§ 4.1.1.13	On-site project representation	
<i>(Rows deleted)</i>		
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
<i>(Rows deleted)</i>		
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Basic Fee includes Civil Engineering for site drainage and grading only.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. These services are not provided directly to the Architect or for the Architect's benefit.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions or inconsistencies.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

(Paragraphs deleted)

§ 8.2 Mediation

(Paragraph deleted)

§

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing and delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: *(Specify)*

The choice is left to the parties.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

10.8.2 It is understood that the definition of the terms "confidential" and "business proprietary" as used here will be determined by application of the State of Alabama Public Records Act and that this Contract and records generated are received by either party pursuant to this Contract are subject to the State of Alabama Public Records Act and may, therefore, be open to the public upon request.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

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.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Basic Fee will be a percentage of the actual cost of construction, based upon the "Recommended Maximum Fee Rate by Building Type Groupings" as issued by the Alabama Building Commission (see attachment). The Basic Fee percentage shall be determined in accordance with the "Building Type Groupings" and this project shall be Group Type III

This Project is classified as a Major Renovation and the Basic Fee percentage rate shall include a 25% increase of the "Recommended Maximum Fee Rate by Building Type Groupings".

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Cost plus 10%.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Cost plus 10%.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	fifty	percent (	50	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal Architect	\$200/hr
Senior Architect	\$150/hr
Project Architect	\$100/hr
Intern Architect	\$70/hr
Interior Designer	\$80/hr
Intern Interior Designer	\$60/hr
Roofing Specialist	\$100/hr
Studio Director	\$75/hr
Drafting	\$50/hr
Field Inspector	\$60/hr
Office Administrator	\$75/hr
Accounting	\$55/hr
Technical Clerical	\$50/hr
Clerical	\$45/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty days after the Owner's receipt of Architect's invoice. Amounts paid after thirty days shall bear interest of one percent per month not to exceed twelve percent per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- A. **Compliance with Immigration Law.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- B. **Basic Fee** includes normal Structural, Mechanical and Electrical Engineering Design.
- C. **Basic Fee Rate** indicated is based upon the tentative budget. Actual Fee percentage shall be adjusted in accordance with the current edition of the "Manual of Procedures of the Alabama Building Commission" to reflect the actual cost of the work including Change Orders (see Attachment A).
- D. **Exclusions:** The following engineering, consultant's services and other costs are excluded from Basic Fee:
 - 1. Geotechnical Engineering (including IBC Special Inspections and Construction Material Testing).
 - 2. Environmental Engineering and hazardous material abatement
 - 3. Civil Engineering - including boundary survey, topographical survey, as-built survey, right of way engineering, permitting, and site utilities.
 - 4. Landscape Architecture
 - 5. Special Acoustical and Lighting Engineering
 - 6. Kitchen Consultant
 - 7. Voice and Data Engineering
 - 8. Mechanical and Electrical Commissioning
 - 9. Engineering not specifically mentioned as included within Basic Fee is excluded.
 - 10. All state and local fees and permits, Advertisements for Bid, etc.
 - 11. Architectural and Engineering Peer Reviews required for Storm Shelters.

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12. Architect's On-site Representative

- E. All project alternates will be billed per standard fee rate set for its respective type of construction. If alternates are designed and not constructed, then 80% of said fee shall be billed.
- F. Construction that is designed and self-performed by the Owner will be billed based upon Fair Market Value estimates and per standard fee rate set for its respective type of construction. If construction to be self-performed by the Owner is designed and not constructed, then 80% of said fee shall be billed.
- G. **Article 6, Definition of Cost of the Work** shall be amended as follows:
To provide for Fair Market Value, it is hereby agreed that the Cost of the Work, to be used as the basis for determining fees for architectural services, (OPTION 1) shall include the associated Estimated Sales Tax Amount as provided on "Accounting of Sales Tax" form provided at bid by the successful bidder OR (OPTION 2) if the Owner chooses to appoint the General Contractor as their Purchasing Agent, shall include all material costs paid direct by the Owner in addition to the Estimated Sales Tax Amount as provided on "Accounting of Sales Tax" form provided at bid by the successful bidder. The choice of option shall be determined by the method of material purchasing administration which is utilized with the Construction Contract.
- H. **Betterment:** If, due to Architect or consultant negligence, a required item or component of the Project is omitted from the construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. However, the Architect or consultant will be responsible for paying the "premium cost" of such addition, which is the difference in cost that the Owner pays to add the item or component and the cost that the Owner would have paid for the item or component had it been included in the Bid Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

May 2, 2019
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 - ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Recommended Maximum Fee Rate by Building Type Groupings – 2 pages

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Gary Fuller, Mayor
(Printed name and title)

ARCHITECT (Signature)

Rick N. Lathan, AIA, President
(Printed name, title, and license number, if required)

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PAGE 1

AGREEMENT made as of the Second day of May in the year Two Thousand Nineteen

...

City of Opelika
204 South 7th Street
Opelika, AL 36801

...

Lathan Associates Architects, P.C.
300 Chase Park South
Suite 200
Hoover, AL 35244

...

Renovation to Covington Recreation Center
Architect's Job No. 19-33

PAGE 2

To be determined.

PAGE 3

Project will be competitively bid.

...

Joey Motley, City Administrator
City of Opelika
204 S 7th Street
Opelika, AL 36803
Phone: 334-705-5150
Email: jmotley@opelika-al.gov

...

Not applicable.

...

TBD

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Attachment: CM 5-21-19, agreement with Lathan Assoc, renovate Covington RC (133-19 : Architectural Agreement for Renovations to Covington Rec

PAGE 4

Not applicable.

...

M. Shawn Calma, AIA
Lathan Associates Architects, P.C.
300 Chase Park South, Suite 200
Hoover, AL 35244
Email: scalma@lathanassociates.com
Phone: (205) 988-9112

...

LBVD, INC.
716 South 30th Street
Birmingham, AL 35233
Phone: 205-251-4500

...

EDMONDS ENGINEERING, INC.
Riverchase Office Plaza #2, Suite 205
Hoover, AL 35244
Phone: 205-988-2069

...

Stewart Engineering
P. O. Box 2233
Anniston, AL 36202
Phone: 256-237-0891

PAGE 5

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

2.6 The Architect hereby agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death and claims for losses of any type and for all judgments or decrees recovered therefor and for all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney's fees, which result

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or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts or omissions of the Architect, its employees, agents, contractors or representatives, and/or design defects or breaches of warranty in, caused by or related to the Project documents. The Architect shall promptly correct or remedy any defects or problems caused by or related to any of the above, to the extent possible at no cost to the Owner

2.7 The Architect understands that performance of the Architect's Services will require communication with various entities involved in completion of the Work, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary to ensure compliance with the Conditions.

PAGE 7

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval prior notice to the architect.

...

3.1.7 Basic Services shall include:

3.1.7.1 - Preliminary drawings.

3.1.7.2 - Civil engineering – See Section 4.1.2.1 for limited Civil Engineering services provided.

3.1.7.3 - Landscape design

3.1.7.4 - Detailed costs estimating

3.1.7.5 - Conformed documents for Construction

3.1.7.6 - As constructed record drawings

3.1.7.7 - Architect's coordination of the Owner's consultants

3.1.7.8 - Telecommunications/data design

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Construction Documents and the Project in its entirety shall comply with the laws of the State of Alabama and the local governments in which the Project is located.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. After Owner's review, the Architect shall incorporate Owner's comments into final Construction Documents.

3.4.6 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner, and the Architect will indemnify, hold harmless and defend the Owner from all third party claims, suits and damages, if any, resulting from the Architect's negligent acts, errors or omissions. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If due to Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable costs that would have been incurred by the Owner at the time of the original bid for such Project, item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, omissions and for the negligent acts or omissions of the Architect's consultants and subcontractors and for the failure of the Architect, and the Architect's consultants and subcontractors to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work, including the Contractor and the Contractor's subcontractors.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until the time of Substantial Completion.

§ 3.6.2.2 The Architect ~~has the authority to~~ can recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret ~~and decide~~ matters concerning performance under, and requirements of, the Contract Documents ~~on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness and make written recommendations to the Owner concerning the Contractor's performance and allow the Owner to make final decisions regarding actions that should be taken in response.~~

...

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in this subparagraph, shall be subject to mediation and other remedies at law or in equity.

PAGE 11

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect shall review and remove or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review, but in no case shall the review time exceed two weeks from the time of receipt without prior written approval from the Owner.

PAGE 12

3.6.6.6 Subsequent to meetings with the Owner, as indicated in 3.6.6.5, the Architect shall conduct a walkthrough with the Owner and Contractor to review any open warranty issues for the purpose of developing a final list of items to be corrected prior to the expiration of the final warranty period.

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§ 4.1.1.1 Programming	
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§ 4.1.1.8 Civil engineering	
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§ 4.1.1.9 Landscape design	
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PAGE 13

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
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...

§ 4.1.1.14 Conformed documents for construction	
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§ 4.1.1.15 As designed record drawings	
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§ 4.1.1.16 As constructed record drawings	
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§ 4.1.1.20 Architect's coordination of the Owner's consultants	
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§ 4.1.1.21 Telecommunications/data design	
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...

Basic Fee includes Civil Engineering for site drainage and grading only.

PAGE 15

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. These services are not provided directly to the Architect or for the Architect's benefit.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of ~~Service~~. Service provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions or inconsistencies.

PAGE 18

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as~~

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they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. mediation. A request for mediation shall be made in writing, writing and delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. complaint.

...

[☒] Other: (Specify)

The choice is left to the parties.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1— Termination Fee:

...

2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located~~

PAGE 20

10.8.2 It is understood that the definition of the terms "confidential" and "business proprietary" as used here will be determined by application of the State of Alabama Public Records Act and that this Contract and records generated are received by either party pursuant to this Contract are subject to the State of Alabama Public Records Act and may, therefore, be open to the public upon request.

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Basic Fee will be a percentage of the actual cost of construction, based upon the "Recommended Maximum Fee Rate by Building Type Groupings" as issued by the Alabama Building Commission (see attachment). The Basic Fee percentage shall be determined in accordance with the "Building Type Groupings" and this project shall be Group Type III

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This Project is classified as a Major Renovation and the Basic Fee percentage rate shall include a 25% increase of the "Recommended Maximum Fee Rate by Building Type Groupings".

...

Cost plus 10%.

...

Cost plus 10%.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

...

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

PAGE 22

<u>Principal Architect</u>	<u>\$200/hr</u>
<u>Senior Architect</u>	<u>\$150/hr</u>
<u>Project Architect</u>	<u>\$100/hr</u>
<u>Intern Architect</u>	<u>\$70/hr</u>
<u>Interior Designer</u>	<u>\$80/hr</u>
<u>Intern Interior Designer</u>	<u>\$60/hr</u>
<u>Roofing Specialist</u>	<u>\$100/hr</u>
<u>Studio Director</u>	<u>\$75/hr</u>
<u>Drafting</u>	<u>\$50/hr</u>
<u>Field Inspector</u>	<u>\$60/hr</u>
<u>Office Administrator</u>	<u>\$75/hr</u>
<u>Accounting</u>	<u>\$55/hr</u>
<u>Technical Clerical</u>	<u>\$50/hr</u>
<u>Clerical</u>	<u>\$45/hr</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

PAGE 23

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

...

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omitted from the construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. However, the Architect or consultant will be responsible for paying the "premium cost" of such addition, which is the difference in cost that the Owner pays to add the item or component and the cost that the Owner would have paid for the item or component had it been included in the Bid Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

PAGE 24

May 2, 2019

PAGE 25

Recommended Maximum Fee Rate by Building Type Groupings – 2 pages

...

Gary Fuller, Mayor

Rick N. Lathan, AIA, President

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Attachment: CM 5-21-19, agreement with Lathan Assoc, renovate Covington RC (133-19 : Architectural Agreement for Renovations to Covington Rec

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:47:13 ET on 05/01/2019 under Order No. 2357296940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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SDE Form B
Oct 97

RECOMMENDED MAXIMUM FEE RATE BY BUILDING TYPE GROUPINGS

COST OF WORK		GROUP AND FEE IN PERCENTAGE					COST OF WORK		GROUP AND FEE IN PERCENTAGE				
		I	II	III	IV	V			I	II	III	IV	V
Up	to	8.0	9.0	10.0	11.0	12.0			4.3	5.3	6.3	7.3	8.3
100,001	to	7.0	8.0	9.0	10.0	11.0	5,000,001	to	4.2	5.2	6.2	7.2	8.2
200,001	to	6.0	7.0	8.0	9.0	10.0	6,000,001	to	4.1	5.1	6.1	7.1	8.1
300,001	to	5.9	6.9	7.9	8.9	9.9	8,000,001	to	4.0	5.0	6.0	7.0	8.0
400,001	to	5.8	6.8	7.8	8.8	9.8	10,000,001	to	3.9	4.9	5.9	6.9	7.9
500,001	to	5.7	6.7	7.7	8.7	9.7	12,000,001	to	3.8	4.8	5.8	6.8	7.8
600,001	to	5.6	6.6	7.6	8.6	9.6	14,000,001	to	3.7	4.7	5.7	6.7	7.7
700,001	to	5.5	6.5	7.5	8.5	9.5	16,000,001	to	3.6	4.6	5.6	6.6	7.6
800,001	to	5.4	6.4	7.4	8.4	9.4	18,000,001	to	3.5	4.5	5.5	6.5	7.5
900,001	to	5.3	6.3	7.3	8.3	9.3	20,000,001	to	3.4	4.4	5.4	6.4	7.4
1,000,001	to	5.2	6.2	7.2	8.2	9.2	22,000,001	to	3.3	4.3	5.3	6.3	7.3
1,250,001	to	5.1	6.1	7.1	8.1	9.1	24,000,001	to	3.2	4.2	5.2	6.2	7.2
1,500,001	to	5.0	6.0	7.0	8.0	9.0	27,000,001	to	3.1	4.1	5.1	6.1	7.1
1,750,001	to	4.9	5.9	6.9	7.9	8.9	30,000,001	to	3.0	4.0	5.0	6.0	7.0
2,000,001	to	4.8	5.8	6.8	7.8	8.8	33,000,001	to	2.9	3.9	4.9	5.9	6.9
2,500,001	to	4.7	5.7	6.7	7.7	8.7	36,000,001	to	2.8	3.8	4.8	5.8	6.8
3,000,001	to	4.6	5.6	6.6	7.6	8.6	39,000,001	to	2.7	3.7	4.7	5.7	6.7
3,500,001	to	4.5	5.5	6.5	7.5	8.5	42,000,001	to	2.6	3.6	4.6	5.6	6.6
4,000,001	to	4.4	5.4	6.4	7.4	8.4	46,000,001	to	2.5	3.5	4.5	5.5	6.5
							50,000,000	to					
							and over						

SDE Form B
Oct 97

In the event the total of lowest bid or bids received by the Owner for the Work exceeds the amount legally authorized or allotted, or any other additional funds made available for the project, the Architect agrees that he will make such revisions and changes to the plans and specifications as may be necessary to reduce the Cost of the Work to an amount not in excess of funds available for the Cost of the Work, and will perform the incidental work and furnish the number of necessary documents as required by the basic Agreement. The Architect will be reimbursed in accordance with provisions of Article 3 for revising plans where bid over-run is up to 10% of funds available. If bid over-run exceeds 10%, the Architect will revise plans at no cost to the Owner. Deductive alternates should be included in the Contract documents, if considered necessary by the Architect, to assure a Contract award within the approved budget amount.

ARTICLE 2. Basic Fees. The Owner agrees to pay the Architect for the basic services in this Agreement the following percentages of the basic rate of the Fee Schedule except as may be hereinafter modified:

- For A. Ten percent of the basic rate.
- For B. Fifteen percent of the basic rate.
- For C. Fifty percent of the basic rate.
- For D. Five percent of the basic rate.
- For E. Twenty percent of the basic rate.

The schedule of Basic Fee Rates is divided into five (5) basic building type groupings as listed herewith, each grouping carrying the Basic Fee Schedule as tabulated hereinafter.

BUILDING TYPE GROUPINGS

Group I. Industrial Buildings without special facilities, Parking structures and Repetitive Garages, Simple Loft Type Structures, Warehouses (exclusive of automated equipment), and other similar utilitarian type buildings.

Group II. Armories, Apartments, Cold Storage Facilities, Dormitories, Exhibition Halls, Hangers, Manufacturing/Industrial Plants, Office Buildings (without tenant improvements), Printing Plants, Public Markets, and Service Garages.

Group III. College Classroom Facilities, Convention Facilities, Correctional and Detention Facilities, Extended Care Facilities, Gymnasiums (simple, prefabricated-preengineered, minimum types shall be classified under Group II), Hospitals, Institutional Dining Halls, Laboratories, Libraries, Medical Schools, Medical Office Facilities and Clinics, Mental Institutions, Office Buildings (with tenant improvements), Parks, Playground and Recreational Facilities, Police Stations, Public Health Centers, Research Facilities, Schools (Elementary and Secondary), Stadiums, Welfare Buildings.

Also Central Utilities Plants, Water Supply and Distribution Plants, Sewage Treatment and Underground Systems, Electrical Sub-stations and Primary and Secondary Distribution Systems, Roads, Bridges and Major Site Improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the Basic Architectural Service of the overall project unless agreed otherwise in Article 15.

Group IV. Aquariums, Auditoriums, Art Galleries, College Buildings with special facilities, Communications Buildings, Special Schools, Theaters and similar facilities.

Group V. Residences and Specialized Decorative Buildings unless otherwise agreed in Article 15. Custom Designed Furnishings shall be categorized in Group V except when considered incidental to the Basic Architectural Service for a building.

RESOLUTION NO. 134-19

Special appropriation to Boy Scouts of America, Citizen of the Year.**RESOLUTION NO. _____**

WHEREAS, the City of Opelika and the Opelika City Council appreciates and fully supports the various activities and programs of the Chattahoochee Council Boy Scouts of America, and

WHEREAS, the Boy Scouts of America is in need of additional funding to assist in covering the expenses involved in their annual Distinguished Citizen of the Year banquet, and

WHEREAS, the City Council wishes to appropriate the total of \$500.00 from their discretionary funds to assist in covering the various expenses involved with the Distinguished Citizen of the Year banquet.

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

1. The City Council hereby approves a special appropriation of \$500.00 with each City Council member contributing as detailed below, to assist in covering the expenses involved with the Boy Scouts of America annual Distinguished Citizen of the Year banquet:

Patricia Jones	Ward 1	Reserve fund	\$100.00
Tiffany Pitts	Ward 2	Current year	\$100.00
Dozier Smith T	Ward 3	Reserve fund	
\$100.00			
Eddie Smith	Ward 4	Reserve fund	\$100.00
David Canon	Ward 5	Reserve fund	\$100.00

2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move \$500.00 as detailed in number 1. above to the appropriate account.

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$500.00 payable to the Chattahoochee Council Boy Scouts of America and earmarked for the annual Distinguished Citizen of the Year Banquet may be prepared and mailed.

APPROVED and ADOPTED this the ____ day of _____, 2019.

President of the City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 135-19

2019 Summer Youth Program

RESOLUTION NO. _____

RESOLUTION APPROVING SUMMER YOUTH EMPLOYMENT PROGRAM

WHEREAS, the City of Opelika, Alabama (the “City”) desires to implement a summer youth employment program (the “Program”) which will provide young people with the opportunity to earn money and gain meaningful work experience; and

WHEREAS, participants will be able to perform various tasks within municipal government and develop skills that will offer personal growth and development and prepare them for future employment; and

WHEREAS, the overarching goal of the Program is to provide youth with a set of work-related experiences that can better prepare them to succeed in employment. The Program should help participants achieve the following objectives:

- Develop social skills, including communicating, critical thinking, decision-making and problem-solving skills and self-management.
- Learn work norms and culture.
- Understand real-world labor expectations.
- Learn resume writing skills.
- Understand career pathways and decision points, including linkages between educational attainment, relevant experience, demonstrable skills and career advancement.
- Learn to manage money.

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

1. **Program.** The Mayor is hereby authorized and directed to implement a summer youth employment program which will allow twenty (20) high school students between the ages of 16 to 19 the opportunity to work with various City of Opelika departments. The Program will run for eight (8) weeks beginning June 3, 2019 and ending August 2, 2019. Actual work

locations will vary depending on assignment. The positions are seasonal, part-time unclassified positions and are subject to at-will status. Participants will not be eligible to participate in any City provided benefits, except as required by law. Participants will normally be scheduled to work twenty (20) hours per week.

2. **Eligibility.** Participant eligibility are:

- Must be an Opelika resident.
- Must be between the ages of 16 and 19.
- Must be a legal resident of the United States.
- Must be enrolled in high school.
- Must be available for work eight weeks between June 3, 2019 and August 2, 2019.

3. **Compensation.** Participants will be compensated at the rate of \$7.25 per hour for 20 hours per week.

4. **Administration.** The Program shall be administered by the Human Resources Department of the City.

5. **Funding.** The Controller is hereby authorized and directed to transfer \$25,000 from the Unassigned Fund Balance to the Human Resources Department in appropriate accounts. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

6. **Effective Date.** This Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



2019 Summer Youth Employment Program
Application for Employment

First and Last Name

Street Address (All applicants MUST live in the Opelika City limits)

Phone number where you can be reached if selected for an interview _____

Email address where you can be reached if selected for an interview _____

Birth Date _____

Circle Highest Grade of School Completed:

9 10 11 12

Have you ever been employed with the City of Opelika before? Yes _____ No _____

I am interested in work in the following areas: (check all that apply)

- _____ Light Labor (facility maintenance and landscaping)
- _____ Recreation Aide (supporting your summer recreation programs)
- _____ Lifeguard
- _____ Program Aide (supporting non-recreation departmental and community projects)
- _____ Indoor Work Only (office support, etc)

I am available to work: (check all that apply)

- _____ Weekdays (between the hours of 8:00 am and 6:00 pm)
- _____ Weekends
- _____ The months of June and July (6 or 8 week period)

I understand that this position will be temporary summer work, beginning on June 3 2019, and ending on August 2, 2019. I also understand that I will be required to submit to a drug test as a condition of employment.

 Signature

 Date

If you have any questions, please contact City of Opelika Human Resources at (334) 705-5130 or HR@opelika-al.gov

Attachment: CM 5-21-19, application, Summer youth program (135-19 : 2019 Summer Youth Program)

With the arrival of summer, communities are looking for ways to engage youth in supportive, pro-social activities. Summer youth employment programs are a popular strategy in many communities to ensure that youth gain valuable workforce experience and have a safe, productive way to spend their time. These programs provide wages for youth who work during the summer and assist them in gaining job readiness skills and work etiquette

The City of Opelika will be looking for candidates for its new:
2019 Youth Summer Employment Program called:

YES – YOUTH – EMPLOYMENT – SUCCESS.

The program provides job opportunities to teenagers in Opelika. Those selected will work 20 hours per week for various city departments at a rate of \$7.25 per hour.

The applicants must complete an unpaid 8-hour Job readiness instruction prior to be offered employment.

The program will last for approximately 8 weeks with a completion ceremony in August.

Youth will learn how to conduct themselves in a work environment in a professional manner and you learn what it is to work with a team and to work with a boss, while gaining valuable work skills.

We need young people to be trained and working during the summer to prepare them for the City's growing job market. Youth need to be prepared for work after school. It is time to consistently provide options to empower them so that they can be successful.