OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
204 South 7th Street
June 4, 2019
TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. READING OF MINUTES
    1. Minutes from the 5-21-19 city council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. April 2019 City financial summary.

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Request by James Bros. Bikes, Retail Beer On and Off Premise license.
    2. Public Hearing - Weed Abatement Assessment - 100 North 17Th Place
    3. Public Hearing - Weed Abatement Assessment - 204 S. 1St St
    4. Public Hearing - Weed Abatement Assessment - 308 Brannon Ave
    5. Public Hearing - Weed Abatement Assessment - 407 Hunter Street
    6. Public Hearing - Weed Abatement Assessment - 504 S 4Th St.
    7. Public Hearing - Weed Abatement Assessment - 509 1St Avenue
    8. Public Hearing - Weed Abatement Assessment - 901 Lake Condy Rd.
    9. Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.
    10. Public Hearing - Weed Abatement Assessment - 1640 Parker Way
    11. Public Hearing - Weed Abatement Assessment - 1733 1St Ave

12. AWARDING OF BIDS
    1. Temporary Personnel Services - VAR
    2. Custodial Services - Sportsplex - P&R

13. RESOLUTIONS
    1. Expense reports from various departments.
    2. Designate City Personal Property Surplus and Authorize Disposal
    3. Weed Abatement Assessment - 100 North 17Th Place
    4. Weed Abatement Assessment - 204 S. 1St Place
    5. Weed Abatement Assessment - 308 Brannon Ave
    6. Weed Abatement Assessment - 407 Hunter Street
    7. Weed Abatement Assessment - 504 S 4Th St.
    8. Weed Abatement Assessment - 509 1St Avenue
    9. Weed Abatement Assessment - 901 Lake Condy Rd.
    10. Weed Abatement Assessment - 1109 Magnolia St
    11. Weed Abatement Assessment - 1640 Parker Way
    12. Weed Abatement Assessment - 1733 1St Ave
    13. Request by Verizon Wireless for a special use permit extension at 269 Lee Road 711.
    14. Agreement for architect services for Library project.
    15. Professional Services Contract with Seely & Long Assoc. Inc.
    16. Mutual Aid Assistance Memorandum with Fort Benning.
    17. Contract with Casey Chambley, D/B/A Chambley's Display Fireworks.
    18. Special Appropriation to the EAMC Foundation.
    19. Special appropriation to P&R for Bandy Day on June 29th.
    20. Access and use agreement with Point Broadband - IT Dept.
    21. Agreement for engineering services with CDG for Pepperell Pkwy MPO - Eng.
    22. Special appropriation to Zimmer Biomet LPGA Championship.

14. ORDINANCES
    1. Change the November 19, 2019 city council meeting date - 1st Reading.

15. APPOINTMENTS
    1. Appoint Jay Stern to Celebrate Ala. Cooperative District. Term expires 8-27-20.
    2. Reappoint Jarad Scher to the Celebarate Ala. Improvement District. Term expires 8-05-25.
    3. Reappoint Cecil Morgan to the Celebrate Ala. Improvement District. Term expires 8-05-25.
    4. Appoint Bill Parker Jr. to the Indian Pines Rec. Authority. Term expires 6-07-23.
    5. Appoint Aesha Gentry to the LRCOG / MPO-Citizen Advisory Committee. Term expires 11-05-20.
    6. Appoint Michael Carter to the Property Maint. Board of Appeals. Term expires 3-16-22.

16. ADJOURN

"*In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-2083."*

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3491

CM MINUTES (ID # 3491)

Minutes from the 5-21-19 city council meeting.

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 tournment 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 eveyone 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.

Attachment: CM 6-04-19, minutes from 5-21-19 CM (3491 : Minutes from the 5-21-19 city council meeting.)

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.

Attachment: CM 6-04-19, minutes from 5-21-19 CM (3491 : Minutes from the 5-21-19 city council meeting.)

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.

Attachment: CM 6-04-19, minutes from 5-21-19 CM (3491 : Minutes from the 5-21-19 city council meeting.)

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

Attachment: CM 6-04-19, minutes from 5-21-19 CM (3491 : Minutes from the 5-21-19 city council meeting.)

16. Adjourn

The City Council meeting minutes of May 21, 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.

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

Attachment: CM 6-04-19, minutes from 5-21-19 CM (3491 : Minutes from the 5-21-19 city council meeting.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: City Clerk
Category: Financial Statements
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3499

MAYOR'S REMARKS (ID # 3499)

April 2019 City financial summary.

PRELIMINARY

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
April 30, 2019
Thousands of dollars

	Governmental Funds									
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
ASSETS										
Cash	$ 42,336	$ 11,119	$ 37	$ 1,440	$ -	$ 3,147	$ 35,801	$ -	$ -	$ 93,880
Certificates of deposit	21,987	5,000	-	-	-	-	8,473	-	-	35,460
Receivables:										
Accounts and unbilled service	-	-	-	283	-	-	3,283	-	-	3,566
Taxes	6,817	7,322	-	-	-	-	-	-	-	14,139
Licenses and fees	2,824	-	-	-	-	-	-	-	-	2,824
Assessments	108	-	-	-	-	-	-	-	-	108
Interest	(75)	-	-	-	3	-	51	-	-	(21)
Other	42	1,080	-	-	-	-	-	-	-	1,122
Due from other funds	472	-	-	-	14	82	9,096	-	-	9,664
Due from other governments	24	543	-	174	-	-	809	-	-	1,550
Inventories of supplies, at cost	86	-	-	-	-	-	1,346	-	-	1,432
Prepaid expenses	122	-	-	-	-	-	-	-	-	122
Investments	-	16	-	-	1,153	-	-	-	-	1,169
Investments with fiscal agent	-	-	1,108	-	-	-	2,381	-	-	3,489
Capital assets:										
Land	-	-	-	-	-	-	2,462	10,303	-	12,765
Buildings	-	-	-	-	-	-	13,631	46,155	-	59,786
Equipment	-	-	-	-	-	-	10,730	20,828	-	31,558
Utility systems	-	-	-	-	-	-	114,010	-	-	114,010
Infrastructure	-	-	-	-	-	-	-	112,652	-	112,652
Construction in progress	-	-	-	-	-	-	138	10,087	-	10,225
Total capital assets	-	-	-	-	-	-	140,971	200,025	-	340,996
Less: accumulated depreciation	-	-	-	-	-	-	(67,508)	(60,227)		(127,735)
Capital assets, net	-	-	-	-	-	-	73,463	139,798	-	213,261
Deposits	-	69	-	-	-	19	2	-	-	90
Amount to be provided for general long term debt									86,157	86,157
Total assets	74,743	25,149	1,145	1,897	1,170	3,248	134,705	139,798	86,157	468,012
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,442	-	-	1,442
Difference on projected OPEB earnings	-	-	-	-	-	-	10	-	-	10
Bond refunding costs	-	-	-	-	-	-	2,623	-	-	2,623
Total deferred outflows of resources	-	-	-	-	-	-	4,075	-	-	4,075

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

PRELIMINARY

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
April 30, 2019
Thousands of dollars

	Governmental Funds									
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
LIABILITIES										
Accounts payable	1,848	-	-	-	-	8	7,273	-	-	9,129
Interest payable	-	-	-	-	-	-	254	-	-	254
Accrued payroll and benefits, due within one year	806	(8)	-	-	-	-	405	-	-	1,203
Due to other funds	50	160	-	392	1	-	9,049	-	-	9,652
Due to other governments	1	110	-	-	-	-	-	-	-	111
Claims and judgements, due within one year	-	-	-	-	-	332	-	-	-	332
Bonds payable due within one year	-	-	-	-	-	-	2,545	-	-	2,545
Claims and judgements, due in more than one year	-	-	-	-	-	117	-	-	-	117
Bonds payable, due in more than one year	-	-	-	-	-	-	31,885	-	86,157	118,042
Net pension liability	-	-	-	-	-	-	8,891	-	-	8,891
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	1,039	-	-	1,039
Customer deposits held	-	-	-	-	-	-	3,163	-	-	3,163
Total liabilities	2,705	262	-	392	1	457	64,504	-	86,157	154,478
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	295	-	-	295
Net change in OPEB assumptions	-	-	-	-	-	-	39	-	-	39
Unearned revenues	3,847	8,801	-	174	-	99	23	-	-	12,944
Total deferred inflows of resources	3,847	8,801	-	174	-	99	357	-	-	13,278
FUND BALANCES										
Nonspendable	208	69	-	-	978	-	-	-	-	1,255
Restricted	200	3,214	1,145	1,149	-	291	2,381	-	-	8,380
Committed	23	-	-	-	-	-	-	-	-	23
Assigned	15,193	8,566	-	-	-	-	-	-	-	23,759
Unassigned	34,061	4,655	-	-	191	-	-	-	-	38,907
Invested in capital assets, net of related debt	-	-	-	-	-	-	41,657	139,798	-	181,455
Unrestricted	-	-	-	-	-	2,372	29,102	-	-	31,474
Encumbrances	18,506	(418)	-	182	-	29	779	-	-	19,078
Total fund balances	$ 68,191	$ 16,086	$ 1,145	$ 1,331	$ 1,169	$ 2,692	$ 73,919	$ 139,798	$ -	$ 304,331

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

PRELIMINARY

City of Opelika
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups
FYTD April 30, 2019
Thousands of dollars

	Governmental Funds					
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Total
REVENUES:						
Taxes	$ 23,585	$ 7,534	$ -	$ -	$ -	$ 31,119
Special assessments	-	-	-	-	-	-
Licenses and permits	12,767	216	-	-	-	12,983
Intergovernmental	347	1,394	-	87	-	1,828
Charges for services	1,003	-	-	-	-	1,003
Fines and forfeits	263	-	-	-	-	263
Grants	4	-	-	-	-	4
Contributions	72	20	-	-	-	92
Investment income	376	162	-	10	19	567
Miscellaneous	212	-	-	-	-	212
Total revenues	38,629	9,326	-	97	19	48,071
EXPENDITURES:						
General government	3,967	133	-	-	3	4,103
Public safety	9,416	123	-	-	-	9,539
Public works	2,974	2	-	-	-	2,976
Health	229	-	-	-	-	229
Education	2,267	6,500	-	-	-	8,767
Welfare	80	-	-	-	-	80
Culture and recreation	3,397	-	-	-	-	3,397
Economic development	1,381	232	-	-	-	1,613
Capital outlay	8,432	9	-	(34)	-	8,407
Debt service:						
Principal retirement	420	-	3,030	-	-	3,450
Interest and fees	26	-	1,569	-	-	1,595
Total expenditures	32,589	6,999	4,599	(34)	3	44,156
Excess of revenues over/(under) expenditures	6,040	2,327	(4,599)	131	16	3,915
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	30	-	-	-	-	30
Transfers from other funds	1,765	2,232	5,707	-	20	9,724
Transfers to other funds	(6,296)	(1,664)	-	-	(11)	(7,971)
Total other financing sources/(uses)	(4,501)	568	5,707	-	9	1,783
Net change in fund balances	1,539	2,895	1,108	131	25	5,698
Fund balances, beginning of the year	66,652	13,191	37	1,200	1,144	82,224
Fund balances, end of period	$ 68,191	$ 16,086	$ 1,145	$ 1,331	$ 1,169	$ 87,922

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

PRELIMINARY

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
April 30, 2019
Thousands of dollars

	Electric FYTD	Telecom FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD	Total
ASSETS							
Current assets:							
Cash	$ 22,608	$ 1,526	$ 10,077	$ 1,590	$ 2,971	$ 177	$ 38,949
Certificates of deposit	8,473	-	-	-	-	-	8,473
Receivables and prepaid expenses	4,060	(1,312)	321	265	-	-	3,334
Due from other funds and governments	9,049	-	856	-	-	82	9,987
Inventory	1,346	-	-	-	-	-	1,346
Total current assets	45,536	214	11,254	1,855	2,971	259	62,089
Restricted assets:							
Cash and investments with fiscal agent	540	1,240	601	-	-	-	2,381
Total restricted assets	540	1,240	601	-	-	-	2,381
Net capital assets	42,420	-	28,865	2,178	-	-	73,463
Other assets:							
Deposits	-	-	2	-	19	-	21
Total other assets	-	-	2	-	19	-	21
Total assets	88,496	1,454	40,722	4,033	2,990	259	137,954
DEFERRED OUTFLOWS OF RESOURCES							
Retirement contributions	864	241	-	337	-	-	1,442
Difference on projected OPEB earnings	6	2	-	2	-	-	10
Bond refunding costs	2,524	-	99	-	-	-	2,623
Total deferred outflows of resources	3,394	243	99	339	-	-	4,075
Total assets and deferred outflows of resources	$ 91,890	$ 1,697	$ 40,821	$ 4,372	$ 2,990	$ 259	$ 142,029
LIABILITIES							
Current liabilities:							
Accounts and other payables	$ 7,630	$ 64	$ 160	$ 78	$ 52	$ 288	$ 8,272
Due to electric fund	-	9,049	-	-	-	-	9,049
Due to other funds	-	-	-	-	-	-	-
Bonds payable within one year	1,325	-	1,220	-	-	-	2,545
Unearned revenue	23	-	-	-	-	99	122
Total current liabilities	8,978	9,113	1,380	78	52	387	19,988
Noncurrent liabilities:							
Claims and employee benefits due in more than one year	632	164	-	242	117	-	1,155
Bonds payable, in more than one year, net	27,090	-	4,795	-	-	-	31,885
Net pension liability	5,529	1,460	-	1,902	-	-	8,891
Customer deposits held	2,998	1	-	164	-	-	3,163
Total noncurrent liabilities	36,249	1,625	4,795	2,308	117	-	45,094
Total liabilities	45,227	10,738	6,175	2,386	169	387	65,082
DEFERRED INFLOWS OF RESOURCES							
Difference on earnings on OPEB investments	23	8	-	9	-	-	40
Difference on earnings on plan investments	158	73	-	64	-	-	295
Total deferred inflows of resources	181	81	-	73	-	-	335
NET POSITION							
Invested in capital assets, net of related debt	16,529	-	22,949	2,178	-	-	41,656
Restricted	540	1,240	601	-	209	82	2,672
Unrestricted	27,814	(8,597)	10,250	(365)	2,612	(239)	31,475
Encumbrances	1,599	(1,765)	846	100	-	29	809
Total net position	46,482	(9,122)	34,646	1,913	2,821	(128)	76,612
Total liabilities, deferred inflows, and net position	$ 91,890	$ 1,697	$ 40,821	$ 4,372	$ 2,990	$ 259	$ 142,029

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

PRELIMINARY

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
FYTD April 30, 2019
Thousands of dollars

	Electric 2019 FYTD	Telecom 2019 FYTD	Sewer 2019 FYTD	Solid Waste 2019 FYTD	Workmen's Comp. 2019 FYTD	Health Insurance 2019 FYTD	Total
Operating Revenues							
Charges for services	$ 22,299	$ 603	$ 2,656	$ 1,971	$ 256	$ 2,340	$ 30,125
Operating Expenses							
Purchases	13,562	246	-	227	-	-	14,035
Depreciation	1,682	137	616	188	-	-	2,623
Personnel services	1,927	146	2	771	-	-	2,846
Other	1,192	193	1,146	422	136	2,417	5,506
Total operating expenses	18,363	722	1,764	1,608	136	2,417	25,010
Operating income/(loss)	3,936	(119)	892	363	120	(77)	5,115
Nonoperating Revenues/(Expenses)							
Gain/(Loss) on sale of capital assets	28	5,449	-	(16)	-	-	5,461
Fiber optic line leases	17	-	-	-	-	-	17
Investment income	161	20	66	12	26	1	286
Grant income	-	-	37	-	-	-	37
Pole rental	-	-	-	-	-	-	-
Miscellaneous revenues	561	9	-	7	-	-	577
Interest expense and charges	(892)	(69)	(162)	-	-	-	(1,123)
Total nonoperating revenues/(expenses)	(125)	5,409	(59)	3	26	1	5,255
Other Revenues and Transfers In/(Out):							
Capital contributions	437	-	3,678	-	-	-	4,115
Transfers from other funds	-	-	-	166	-	-	166
Transfers to other funds	(1,750)	-	-	(166)	-	-	(1,916)
Total other revenues/(expenses)	(1,313)	-	3,678	-	-	-	2,365
Net Income/(loss)	2,498	5,290	4,511	366	146	(76)	12,735
Net position, beginning of year	43,984	(14,412)	30,135	1,547	2,675	(52)	63,877
Net position before encumbrances	46,482	(9,122)	34,646	1,913	2,821	(128)	76,612
Encumbrances	1,599	(1,765)	846	100	-	-	780
Net position, end of period	$ 44,883	$ (7,357)	$ 33,800	$ 1,813	$ 2,821	$ (128)	$ 75,832
Additional Information:							
Cash position at April 30, 2019	$ 22,608	$ 1,526	$ 10,077	$ 1,590	$ 2,971	$ 177	$ 38,949
Cash position at April 30, 2018	16,258	843	8,768	1,152	3,090	(1,180)	28,931
Change in cash	$ 6,350	$ 683	$ 1,309	$ 438	$ (119)	$ 1,357	$ 10,018

Attachment: CM 6-04-19, April 2019 city financial summary (3499 : April 2019 City financial summary.)

PRELIMINARY

City of Opelika
General Fund Revenue and Expenditure Summary
Comparison of Actual and Budget to Prior Year
FYTD April 2019
Thousands of dollars

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Revenues:						
Taxes	$ 22,554	$ 23,585	$ 1,031	$ 21,311	$ 23,585	$ 2,274
Licenses and permits	11,599	12,767	1,168	9,895	12,767	2,872
Intergovernmental	221	347	126	396	347	(49)
Charges for services	1,012	1,003	(9)	1,097	1,003	(94)
Fines and forfeits	428	263	(165)	232	263	31
Grants	5	4	(1)	-	4	4
Contributions	103	72	(31)	151	72	(79)
Investment income	111	376	265	261	376	115
Miscellaneous	299	212	(87)	287	212	(75)
Total revenues	36,332	38,629	2,297	33,630	38,629	4,999
Expenditures:						
General government	3,325	3,967	642	4,722	3,967	755
Public safety	8,041	9,416	1,375	10,263	9,416	847
Public works	2,393	2,974	581	3,357	2,974	383
Culture and recreation	3,274	3,397	123	4,190	3,397	793
Economic development	964	1,381	417	1,569	1,381	188
Health	180	229	49	238	229	9
Education	1,751	2,267	516	1,964	2,267	(303)
Welfare	71	80	9	78	80	(2)
Capital outlay	2,940	8,432	5,492	27,242	8,432	18,810
Debt service	444	446	2	415	446	(31)
Total expenditures	23,383	32,589	9,206	54,038	32,589	21,449
Other financing sources/(uses)						
Sale of capital assets	44	30	(14)	29	30	(1)
Transfers in	1,757	1,765	8	3,778	1,765	2,013
Transfer out	(6,292)	(6,296)	(4)	(6,401)	(6,296)	(105)
Total other financing sources/(uses)	(4,491)	(4,501)	(10)	(2,594)	(4,501)	1,907
Net change in fund balance	8,458	1,539	(6,919)	(23,002)	1,539	24,541
Fund balance, beginning of year	59,375	66,652	7,277	59,375	66,652	(7,277)
Fund balance, year to date	$ 67,833	$ 68,191	$ 358	$ 36,373	$ 68,191	$ 31,818
Less:						
Nonspendable	98	86	(12)	-	42	(42)
Restricted	72	200	128	-	200	(200)
Committed	21	25	4	-	25	(25)
Assigned	26,610	15,193	(11,417)	-	15,193	(15,193)
Encumbrances	7,591	18,506	10,915	-	18,506	(18,506)
	34,392	34,010	(382)	-	33,966	(33,966)
Unassigned fund balance	33,441	34,181	740	36,373	34,225	65,784
20% budgeted revenues	6,726	6,726		6,726	6,726	
Available unassigned fund balance	$ 26,715	$ 27,455		$ 29,647	$ 27,499	

PRELIMINARY

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
FYTD April 2019
Thousands of dollars

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Taxes:						
Sales	$ 18,428	$ 18,753	$ 325	$ 18,386	$ 18,753	$ 367
Property:						
Property	3,267	3,876	609	2,071	3,876	1,805
Payments in lieu of taxes	6	6	-	3	6	3
Total property taxes	3,273	3,881	608	2,074	3,882	1,808
Other						
Gasoline	465	477	12	473	477	4
Cigarette	43	44	1	44	44	-
Wine and liquor	15	16	1	15	16	1
Rental	330	414	84	319	414	95
Total other taxes	853	951	98	851	951	100
Total taxes	22,554	23,585	1,031	21,311	23,585	2,274
Licenses and permits:						
Occupational license	7,302	8,434	1,132	6,728	8,434	1,706
Business:						
General	2,739	2,896	157	1,682	2,896	1,214
Lodging	477	547	70	435	547	112
Franchise fee	333	287	(46)	308	287	(21)
Miscellaneous	198	181	(17)	203	181	(22)
Total business	3,747	3,911	164	2,628	3,911	1,283
Telecommunications permits and fees	17	9	(8)	10	9	(1)
Permits and inspections	526	407	(119)	522	407	(115)
Other	7	6	(1)	7	6	(1)
Total licenses and permits	11,599	12,767	1,168	9,895	12,767	2,872
Intergovernmental:						
Shared county motor vehicle	71	81	10	70	81	11
Shared state:						
Bank excise tax	-	-	-	115	-	(115)
Business privilege tax	-	-	-	43	-	(43)
Liquor tax profits	92	79	(13)	92	79	(13)
State asset forfeiture	9	-	(9)	22	-	(22)
Total shared state	101	79	(22)	272	79	(193)
Shared federal asset forfeiture	-	136	136	14	136	122
Other	49	51		41	51	10
Total intergovernmental	221	347	124	397	347	(50)
Charges for services:						
General government - other	13	12	(1)	12	12	-
Public Safety:						
Fire training	5	3	(2)	5	3	(2)
City schools	-	-	-	7	-	(7)
Auburn University	27	2	(25)	-	2	2
EAMC	83	66	(17)	88	66	(22)
Other	5	7	2	8	7	(1)
Health - Graves and monuments	79	107	28	86	107	21
Public Works - Paving and plan review fees	63	26	(37)	63	26	(37)
Culture and Rec - Entry and concession fees	736	780	44	830	780	(50)
Total charges for services	1,011	1,003	(8)	1,099	1,003	(96)
Fines and forfeits:						
Municipal Court	228	233	5	207	233	26
Red light violations	173	-	(173)	-	-	-
Other	28	30	2	24	30	6
Total fines and forfeits	429	263	(166)	231	263	32
Grant income	5	4	(1)	-	4	4
Contributions: Mobile Clinic	62	26	(36)	88	26	(62)
Contributions: Other	41	46	5	151	46	(105)
Investment income	111	376	265	261	376	115
Miscellaneous	299	212	(87)	287	212	(75)
Total revenues	36,332	38,629	2,295	33,720	38,629	4,909
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	1,748	1,750	2	1,740	1,750	10
Other transfers	9	15	6	2,038	15	(2,023)
Sale of capital assets	44	30	(14)	29	30	1
Total other financing sources	1,801	1,795	(6)	3,807	1,795	(2,012)
Total revenue and other financing sources	$ 38,133	$ 40,424	$ 2,291	$ 37,527	$ 40,424	$ 2,897

PRELIMINARY

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
FYTD April 2019
Thousands of dollars

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
General government:						
Legislative	$ 189	$ 201	$ 12	$ 251	$ 201	$ 50
Executive	144	130	(14)	354	130	224
Legal	184	303	119	251	303	(52)
Administration	415	258	(157)	444	258	186
Accounting	234	302	68	304	302	2
Human resources	216	168	(48)	220	168	52
Information technology	844	1,378	534	1,464	1,378	86
Revenue	204	238	34	244	238	6
Municipal court	263	211	(52)	219	211	8
Purchasing	107	152	45	155	152	3
Community development	75	93	18	145	93	52
Planning	182	233	51	285	233	52
Other - nondepartmental	269	300	31	387	300	87
Total general government	3,326	3,967	641	4,723	3,967	756
Public safety:						
Police	4,734	5,711	977	6,303	5,711	592
Probation	66	82	16	90	82	8
Fire	3,059	3,442	383	3,660	3,442	218
Other - nondepartmental	182	181	(1)	210	181	29
Total public safety	8,041	9,416	1,375	10,263	9,416	847
Public works:						
Streets	709	779	70	800	779	21
Engineering	271	312	41	384	312	72
Administration	271	294	23	310	294	16
Cemetery	119	128	9	128	128	-
Auto shop	215	313	98	367	313	54
Building maintenance	247	314	67	420	314	106
Inspection	233	286	53	398	286	112
Grounds maintenance	328	548	220	550	548	2
Total public works	2,393	2,974	581	3,357	2,974	383
Culture and recreation:						
Parks and recreation	2,757	2,786	29	3,471	2,786	685
Library	434	527	93	661	527	134
Other - nondepartmental	83	84	1	58	84	(26)
Total culture and recreation	3,274	3,397	123	4,190	3,397	793
Economic development:						
Development	166	204	38	327	204	123
Other - nondepartmental	798	1,177	379	1,242	1,177	65
Total economic development	964	1,381	417	1,569	1,381	188
Health:						
Animal control	36	43	7	47	43	4
Mobile Clinic	-	-	-	-	-	-
Other	144	186	42	191	186	5
Total health	180	229	49	238	229	9
Education	1,751	2,267	516	1,964	2,267	(303)
Welfare	71	80	9	78	80	(2)
Capital outlay	2,940	8,432	5,492	27,242	8,432	18,810
Debt service						
Principal retirement	399	420	21	395	420	(25)
Interest and charges	45	26	(19)	21	26	(5)
Total debt service	444	446	2	416	446	(30)
Total expenditures	23,384	32,589	9,205	54,040	32,589	21,451
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	1,858	1,901	43	1,740	1,901	(161)
Transfers to other funds	4,434	4,395	(39)	4,661	4,395	266
Total transfers out	6,292	6,296	4	6,401	6,296	105
Total expenditures and other financing uses	$ 29,676	$ 38,885	$ 9,209	$ 60,441	$ 38,885	$ 21,556

PRELIMINARY

City of Opelika
Capital Outlay
Comparison of Actual and Budget to Prior Year
FYTD April 2019
Thousands of dollars

	FYTD Actual			Budget to Actual		
	2018	2019	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	$ -	$ -	$ -	$ -	$ -	$ -
Executive	54	-	(54)	-	-	-
Legal	-	-	-	-	-	-
Adminstration	-	-	-	-	-	-
Accounting	20	-	(20)	1,056	-	1,056
Human Resources	-	-	-	-	-	-
Information Technology	557	205	(352)	420	205	215
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	101	101	202	101	101
Other	27	-	(27)	-	-	-
Total general government	658	306	(426)	1,476	306	1,271
Public Safety:						
Police	564	6,299	5,735	9,548	6,298	3,250
Probation	-	-	-	-	-	-
Fire	1,228	16	(1,212)	154	16	138
Total public safety	1,792	6,315	4,523	9,702	6,314	3,388
Public Works:						
Streets	89	944	855	1,542	944	598
Engineering	122	308	186	778	308	470
Administration	229	109	(120)	118	109	9
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	440	1,361	921	2,438	1,361	1,077
Culture and Recreation:						
Parks and Recreation	49	385	336	411	385	26
Library	-	14	14	9	14	(5)
Total culture and recreation	49	399	350	420	399	21
Total General Fund capital outlay expenditures	$ 2,939	$ 8,432	$ 5,493	$ 14,036	$ 8,431	$ 5,605
PROPRIETARY FUNDS						
Electric	1,097	1,040	(57)	4,562	1,040	3,522
Telecommunications	474	38	(436)	1,683	38	1,645
Sewer	-	3,771	3,771	1,247	3,771	(2,524)
Solid Waste	388	421	33	374	421	(47)
Total Proprietary funds	1,959	5,270	3,311	7,866	5,270	2,596
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	-	-	48	-	48
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	37	-	37
2011 Road Construction - Streets - Fred. Rd.	1,419	(112)	(1,531)	353	(112)	465
2011 Road Construction - Street paving	-	-	-	-	-	-
2011 Road Construction - Other	205	71	(134)	528	71	457
Capital Improvement funds - Other	8	9	1	62	9	53
Industrial Road Grant funds - Other	8	7	(1)	19	7	12
Industrial Road Grant funds - Engineering	411	-	(411)	15	-	15
Total Other Governmental funds	2,051	(25)	(2,076)	1,062	(25)	1,087
Total City of Opelika Capital Outlay	$ 6,949	$ 13,677	$ 6,728	$ 22,964	$ 13,676	$ 9,288

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3479

GENERAL BUSINESS (ID # 3479)

Request by James Bros. Bikes, Retail Beer On and Off Premise license.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3473

GENERAL BUSINESS (ID # 3473)

Public Hearing - Weed Abatement Assessment - 100 North 17Th Place

To: Walter Edward Newton & Alma H. Newton
100 North 17th Place
Opelika, AL 3801

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 100 N. 17th Place, Parcel 43-09-06-13-1-002-043.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 100 N.17th Place, Parcel No.043.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $ 255.55.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June 2019.

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

Dated this the 24th day of May 2019.

_____
Liz Wright
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Walter Edward Newton & Alma H. Newton
100 North 17th Place
Opelika, AL 36801

Property Address: 100 North 17th Place
Opelika, AL 36801

Parcel # 43-09-06-13-1-002-043.000

On 04/15/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 241.95

Certified mail: $ 13.60

Misc. _____

Total $ 255.55

Attachment: 100 North 17th Place Weed Invoice (3473 : NPH-Weed Abatement Assessment - 100 North 17Th Place)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3471

GENERAL BUSINESS (ID # 3471)

Public Hearing - Weed Abatement Assessment - 204 S. 1St St

To: Susan Sullivanne
1980 Canary Drive
Auburn, AL 36830

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 204 S. 1st Place, Parcel 10-03-08-2-002-094.001

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 204 S. 1st Place, Parcel No. 094.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $101.10.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June 2019.

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

Dated this the 24th day of May 2019.

_____
Liz Wright
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Susan Sullivanne
1980 Canary Dr.
Auburn Al. 36830

Property Address:
204 S 1st. Place
Opelika, Al. 36801
Parcel #
10-03-08-2-002-094.001

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 87.50

Certified mail: $ 13.60

Misc. _____

Total $ 101.10

Attachment: 204 1st Place Weed Invoice (3471 : NPH-Weed Abatement Assessment - 204 S. 1St St)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3477

GENERAL BUSINESS (ID # 3477)

Public Hearing - Weed Abatement Assessment - 308 Brannon Ave

To: State of Alabama
c/o Department of Revenue
PO Box 327210
Montgomery, AL 36132-7210

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

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave., Parcel No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $234.85.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June, 2019.

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

Dated this the 24th day May, 2019.

_____
Liz Wright,
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 5/24/2019

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132-7210

Property Address:
308 Brannon
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 221.25

Certified mail: $ 13.60

Misc. _____

Total $ 234.85

Attachment: 308 Brannon Weed Invoice (3477 : Public Hearing - Weed Assessment - 308 Brannon Ave)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3475

GENERAL BUSINESS (ID # 3475)

Public Hearing - Weed Abatement Assessment - 407 Hunter Street

To: Alan Keith Lafoy
407 Hunter St.
Opelika Al. 36801

NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
407 Hunter St. Parcel 09-01-12-4-001-037.000
==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 407 Hunter St, Parcel No. 037.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $ 243.60.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June 2019.

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

Dated this the 24 day of May 2019.

_____
Liz Wright,
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 5/22/2019

To: Alan Keith Lafoy

Property Address: 407 Hunter Street
Opelika, AL 36801

Parcel # 43-09-01-12-4-001-037.000

On 3/26/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 230.00

Certified mail: $ 13.60

Misc. _____

Total $243.60

Attachment: 407 Hunter Street Weed Invoice (3475 : Public Hearing - Weed Assessment - 407 Hunter Street)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3458

GENERAL BUSINESS (ID # 3458)

Public Hearing - Weed Abatement Assessment - 504 S 4Th St.

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 500.00

Certified mail: 13.34

Misc. _____

Total 513.34

Attachment: WEED INVOICE 504 S 4th St. (3458 : Public Hearing - Weed Abatement Assessment - 504 S 4Th St.)

To: State of Alabama
PO Box 327210
Montgomery Al 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 504 S 4th St. Parcel 10-03-08-3-000-104.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 504 S 4th St., Parcel No. 104.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $513.34.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June, 2019.

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

Dated this the 24th day of May, 2019.

_____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3467

GENERAL BUSINESS (ID # 3467)

Public Hearing - Weed Abatement Assessment - 509 1St Avenue

To: Loretta Wanat
11090 Woodruff Rd.
Fairburn, GA 30213

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

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 509 1st Avenue, Parcel No. 128.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $ 263.60

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June, 2019.

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

Dated this the 24th day of May, 2019.

_____
Liz Wright,
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 5/24/2019

To: Loretta Wanat
11090 Woodruff Road
Fairburn, GA 30213

Property Address:
509 1st Avenue
Opelika, AL 36801

Parcel # 43-10-03-07-01-002-128.000

On March 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 250.00

Certified mail: $ 13.60

Misc. _____

Total $ 263.60

Attachment: 509 1st Avenue Weed Invoice (3467 : NPH-Weed Abatement Assessment- 509 1St Avenue)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3462

GENERAL BUSINESS (ID # 3462)

Public Hearing - Weed Abatement Assessment - 901 Lake Condy Rd.

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Seterus
PO Box 1077
Hartford Ct. 06143-1077

Property Address:
901 Lake Condy Rd.
Opelika Al. 36801
Parcel # 10-03-05-1-000-068.000

On April 19, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 395.00

Certified mail: 13.34

Misc. _____

Total 408.34

Attachment: WEED INVOICE 901 Lake Condy (3462 : Public Hearing - Weed Abatement Assessment - 901 Lake Condy Rd.)

To: **Seterus**
PO Box 1077
Hartford Ct. 06143-1077

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 901 Lake Condy Rd, Parcel 10-03-05-1-000-068.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 901 Lake Condy Rd, Parcel No. 068.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $408.34.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June, 2019.

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

Dated this the 24th day of May, 2019.

_____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3460

GENERAL BUSINESS (ID # 3460)

Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On April 25, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: 6.67

Misc. _____

Total 210.37

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

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1109 Magnolia St. Parcel 10-04-18-2-001-022.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $210.37.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th of day June, 2019.

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

Dated this the 24th day of May, 2019.

_____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3465

GENERAL BUSINESS (ID # 3465)

Public Hearing - Weed Abatement Assessment - 1640 Parker Way

To: 1640 Parker Way Holdings LLC
c/o CSC Layers Incorporated
7 St. Paul Street Suite 820
Baltimore, MD 21202

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1640 Parker Way 43-09-06-24-0-000-016.001

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1640 Parker Way, Parcel No. 016.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $1,035.75.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June 2019.

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

Dated this the 24th day of May, 2019.

_____
Liz Wright,
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: 1640 Parker Way Holdings LLC
c/o CSC Layers Incorporated
7 St. Paul Street Suite 820
Baltimore, MD 21202

Property Address: 1640 Parker Way
Opelika, AL 36801

Parcel # 43-09-06-24-0-000-016.001

On 04/23/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 1,022.15

Certified mail: $ 13.60

Misc. _____

Total $ 1,035.75

Attachment: 1640 Parker Way WEED INVOICE (3465 : NPH-Weed Abatement Assessment- 1640 Parker Way)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Weed Abatement
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3469

GENERAL BUSINESS (ID # 3469)

Public Hearing - Weed Abatement Assessment - 1733 1St Ave

To: State of Alabama
PO Box 327210
Montgomery Al 36132

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

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1733 1st Ave, Parcel No. 073.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $190.50.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 4th day of June 2019.

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

Dated this the 24th day of May 2019.

_____
Liz Wright
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 43-09-06-13-2-000-073.000

On 04/15/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	$ 176.90
Certified mail:	$ 13.60
Misc.	
Total	$ 190.50

Attachment: 1733 1st Ave Weed Invoice (3469 : NPH-Weed Abatement Assessment - 1733 1St Ave)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 136-19

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3483

Temporary Personnel Services - VAR

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract to provide Temporary Personnel for various departments of the City of Opelika; and

WHEREAS, 22nd Century Technologies, Inc. submitted the lowest bid but did not meet specifications; and

WHEREAS, Burt Employment was the next lowest bidder meeting specifications; and

WHEREAS, funds are budgeted for this purchase;

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

1. That the contract be awarded to Burt Employment on their bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Burt Employment on an as needed basis.

3. The Controller is authorized to adjust the budget as necessary for this contract.

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

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: Sealed Bids – Bid #19018 – We are asking the Council to approve a contract to provide Temporary Personnel Services

FACTS:

- Bid opening date – 5/20/19
- User Departments – Various
- The bid was mailed to 12 vendors
- 6 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award contract to Burt Employment on their bid meeting expectations on an as needed basis.**

Attachment: 6-4-19 - TEMPORARY PERSONNEL SERVICES 19018 - BID PKT (136-19 : Temporary Personnel Services - VAR)

BID#: 19018 DATE: 5/20/19 DEPT: VARIOUS — 12 VENDORS INVITED

DESCRIPTION: TEMPORARY PERSONNEL SERVICES — 6 BIDS RECEIVED

CITY SENDS TO TEMP AGENCY:

ITEM 1: TECHNICIAN, ACCOUNTING
ITEM 2: LABORER
ITEM 3: ADMINISTRATIVE ASSISTANT
ITEM 4: CUSTOMER SERVICE REPRESENTATIVE
ITEM 5: CITY SERVICES TECHNICIAN
ITEM 6: OTHER POSITIONS NOT LISTED

VENDOR NAME	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6
A-1 EMPLOYMENT INC						
ALLEGIANCE STAFFING	33.0%	55.0%	33.0%	33.0%	33.0%	TBD
BURT EMPLOYMENT	**26.5%**	**26.5%**	**26.5%**	**26.5%**	**26.5%**	**26.5%**
EXPRESS EMPLOYMENT						
FIRST CHOICE PERSONNEL INC						
KELLY SERVICES INC						
LABOR FINDERS						
MANPOWER						
ONIN STAFFING						
PEOPLEREADY						
STAFFING CONNECTIONS						
SURGE STAFFING LLC	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%
22nd Century Technologies, Inc.	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Elwood Staffing Services, Inc.	28.0%	28.0%	28.0%	28.0%	28.0%	28.0%
Sydata, Inc.	28.0%	28.0%	28.0%	28.0%	28.0%	28.0%

Attachment: 6-4-19 - TEMPORARY PERSONNEL SERVICES 19018 - BID PKT (136-19 : Temporary

BID#: 19018 DATE: 5/20/19 DEPT: VARIOUS — 12 VENDORS INVITED

DESCRIPTION: TEMPORARY PERSONNEL SERVICES — 6 BIDS RECEIVED

TEMP AGENCY LOCATES AND SENDS:

ITEM 1: TECHNICIAN, ACCOUNTING

ITEM 2: LABORER

ITEM 3: ADMINISTRATIVE ASSISTANT

ITEM 4: CUSTOMER SERVICE REPRESENTATIVE

ITEM 5: CITY SERVICES TECHNICIAN

ITEM 6: OTHER POSITIONS NOT LISTED

VENDOR NAME	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	TERMS/DISC
A-1 EMPLOYMENT INC							
ALLEGIANCE STAFFING	35.0%	55.0%	35.0%	35.0%	55.0%	TBD	--
BURT EMPLOYMENT	**32.0%**	**36.0%**	**32.0%**	**32.0%**	**36.0%**	**34.0%**	**1%/10, 0.5%/15**
EXPRESS EMPLOYMENT							
FIRST CHOICE PERSONNEL INC							
KELLY SERVICES INC							
LABOR FINDERS							
MANPOWER							
ONIN STAFFING							
PEOPLEREADY							
STAFFING CONNECTIONS							
SURGE STAFFING LLC	36.0%	36.0%	36.0%	36.0%	36.0%	36.0%	--
22nd Century Technologies, Inc.	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	--
Elwood Staffing Services, Inc.	34.0%	29.5%	34.0%	34.0%	29.5%	34.0%	--
Sydata, Inc.	28.0%	28.0%	28.0%	28.0%	28.0%	28.0%	--

Attachment: 6-4-19 - TEMPORARY PERSONNEL SERVICES 19018 - BID PKT (136-19 : Temporary

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 137-19

Meeting: 06/04/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3487

Custodial Services - Sportsplex - P&R

RESOLUTION NO. _____

RESOLUTION AWARDING BID FOR CUSTODIAL SERVICES TO TOP NOTCH CLEANING, INC. (BID #19019)

WHEREAS, on May 20, 2019 bids were received with regard to custodial services for the Parks and Recreation Department (Bid #19019); and

WHEREAS, the bid tabulation sheet for Bid #19019 is attached hereto; and

WHEREAS, the apparent low bid in the amount of $4,790.00 per month was submitted by National Building Service, Inc.; and

WHEREAS, the Purchasing-Revenue Manager has recommended that the bid of National Building Service, Inc., be rejected as being non-responsive with the bid specifications for the following reason: the bidder failed to submit with its bid, a minimum of three (3) references from government or public agencies equal to or larger than the Sportsplex and where the scope of work has been performed is equal to or greater than the Sportsplex within the last five (5) years, a copy of company's Certificate of Liability Insurance; drug or alcohol screening policies or a listing of employees who would be scheduled to work in the building; and

WHEREAS, Jani-King, whose place of business is in Montgomery, Alabama, was the lowest responsive bidder in the amount of $7,361.00 per month; and

WHEREAS, Top Notch Cleaning, Inc., whose place of business is in Opelika, Alabama, was the second lowest responsive bidder in the amount of $7,535.00 per month; and

WHEREAS, whenever the City of Opelika (the "City") receives a bid from a bidder having a place of business in the legal boundaries of the City and the bid is no more than five

percent (5%) greater than the bid of the lowest responsible bidder, the City may award the contract to the resident responsible bidder; and

WHEREAS, the Purchasing-Revenue Manager has recommended that the City Council give a local preference to Top Notch Cleaning, Inc., and award the bid to Top Notch Cleaning, Inc.; and

WHEREAS, the bid of Top Notch Cleaning, Inc., was within five percent (5%) of the bid of the lowest responsible bidder; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its citizens to award the bid for custodial services to Top Notch Cleaning, Inc.

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

1. That the bid of National Building Service, Inc., is rejected as non-responsive.

2. That the City Council finds and determines that Top Notch Cleaning, Inc., is eligible to receive a local preference under §41-16-50, *Code of Alabama.*

3. That the contract for custodial services is hereby awarded to Top Notch Cleaning, Inc., on its responsive bid in the amount of $7,535.00 per month.

4. That the Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City all contracts, agreements, notices, certificates, assurances, documents or other instruments, or other communications under the seal of the City as he deems necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.

5. That the Mayor and the Controller are hereby authorized and directed to make any

and all necessary budget and accounting entries to carry into effect the intent of this Resolution.

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

7. 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

FACT SHEET

SUBJECT: Sealed Bid #19019 – We are asking the Council to approve a contract for Custodial Services for the Sportsplex

FACTS:

- Bid opening date – 5/20/19
- User department – Parks and Recreation
- The bid was mailed to 20 vendors
- 4 bids were received
- Budgeted contract
- Bid tabulation sheet attached
- National Building Service, Inc. submitted the lowest bid, but did not meet specifications
- Jani-King of Montgomery submitted the lowest bid meeting specifications, but State of AL allows a 5% local preference on services for businesses located within the City
- Top Notch Cleaning, Inc. is within the 5% local vendor preference

RECOMMENDATION:

- **The 5% local vendor preference be invoked and recommend contract be awarded to Top Notch Cleaning, Inc. on their bid meeting specifications.**

Attachment: 6-4-19 - CUSTODIAL SERVICES - SPORTSPLEX 19019 - BID PKT (137-19 : Custodial Services - Sportsplex - P&R)

BID# 19019 DATE: 5/20/19 DEPT: PARKS & RECREATION - SPORTSPLEX — 20 VENDORS INVITED

DESCRIPTION: CUSTODIAL SERVICES — 4 BIDS RECEIVED

ITEM 1: FIRST YEAR - PER MONTH
ITEM 2: SECOND YEAR - PER MONTH
ITEM 3: THIRD YEAR - PER MONTH
ITEM 4: ADDITIONAL PRICE PER HOUR

	PRE-BID CONF	ITEM #1	ITEM #2	ITEM #3	ITEM #4	TERMS	DISC
BROWN, HARVEY							
CENTAUR BLDG SVCS INC							
CLEANING SERVICES INC							
DAKOTA MANAGEMENT							
DECISIVE CLEANING SERVICE							
ENMON ENTERPRISES, LLC/JANI-KING	√	$ 7,361.00	$ 7,361.00	$ 7,361.00	$ 16.83	--	--
GLOBAL GOVT EDUCATION							
INTRICATE CLEANING SOLUTIONS							
LRL VENTURES & MANAGEMENT							
MAKE IT HAPPEN							
P & J							
PARAGON INDUSTRIAL							
PERFORMANCE PROPERTY SVCG	√						
PROFESSIONAL FACILITIES MGMT							
PROSYSTEMS ELITE							
RITE WAY							
SOUTHEASTERN CLEANING							
SPIFFY CLEANING							
TOP NOTCH CLEANING INC	√	**$ 7,535.00**	**$ 7,535.00**	**$ 7,535.00**	**$ 19.00**	--	--
WRIGHT'S CLEANING SVCS							
H & S Commercial Services, LLC	√	$ 9,708.18	$ 9,708.18	$ 9,708.18	$ 15.50	--	--
National Building Service, Inc.	--	$ 4,790.00	$ 4,790.00	$ 4,790.00	$ 18.00	--	--

RESOLUTION NO. 138-19

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
Anita Burton	Library	273.76
Kathy Daugherty	Economic Dev.	138.62

) 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

NAME Anita Burton **DEPARTMENT** Library - 5500 **PERIOD ENDING**

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
4/2-4/5/19	Point Clear, AL									$ 278.40	$ 278.40
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ ~~278.40~~ 273.76	$ ~~278.40~~ 273.76

ITEMIZED BUSINESS MEALS				
DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
2-Apr	Library Association Conference	$ ~~278.40~~
	~~440~~ miles 472 miles	273.76

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NUMBER OR DAYS AWAY FROM HOME
4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
Library conference

METHOD OF REIMBURSEMENT
MAIL TO:

SIGNATURE

APPROVED BY

Attachment: CM 6-04-19, expense reports (138-19 : Expense reports from various departments.)

EXPENSE REPORT

NAME Kathy Daugherty **DEPARTMENT** Economic Development **PERIOD ENDING**

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
523/2019	Dadeville/Atlanta Airport					$ 138.62					$ 138.62
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
WEEKLY CATEGORY TOTALS $		$ -	$ -	$ -	$ -	$ 138.62	$ -	$ -	$ -	$ -	$ 138.62

ITEMIZED BUSINESS MEALS

DATE	NAME OF PERSON(S) DINING;	TIME	PLACE	AMOUNT

NUMBER OR DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

MAIL TO:

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
23-May	Atlanta Airport to Dadeville, AL to pick up	$ 138.62
	Lori's Car (239 miles	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Attachment: CM 6-04-19, expense reports (138-19 : Expense reports from various departments.)

RESOLUTION NO. 139-19

Designate City Personal Property Surplus and Authorize Disposal

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	1955 Utility Pole Trailer	N/A
2.	1	Ea.	2004 Utility Pole Trailer	87002395
3.	1	Ea.	2007 Ford Ranger VIN 1FTYR10D97PA72317	87002481

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

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

RESOLUTION NO. 140-19

Weed Abatement Assessment - 100 North 17Th Place

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

100 N. 17th Place, Parcel No. 043.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 100 N. 17th Place, parcel no. 043.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 100 N. 17th Place, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $255.55 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 100 N. 17th Place, Parcel no.043.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-1-002-043.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County

Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June 2019.

_____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Walter Edward Newton & Alma H. Newton
100 North 17th Place
Opelika, AL 36801

Property Address: 100 North 17th Place
Opelika, AL 36801

Parcel # 43-09-06-13-1-002-043.000

On 04/15/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 241.95

Certified mail: $ 13.60

Misc. _____

Total $ 255.55

RESOLUTION NO. 141-19

Weed Abatement Assessment - 204 S. 1St Place

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

204 S 1st Place, Parcel No. 094.001

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 204 S 1st Place, parcel no. 094.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 204 S 1st Place, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $101.10 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 204 S 1st Place, Parcel no. 094.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-002-094.001 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Susan Sullivanne
1980 Canary Dr.
Auburn Al. 36830

Property Address:
204 S 1st. Place
Opelika, Al. 36801
Parcel #
10-03-08-2-002-094.001

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 87.50

Certified mail: $ 13.60

Misc. _____

Total $ 101.10

RESOLUTION NO. 142-19

Weed Abatement Assessment - 308 Brannon Ave

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

308 Brannon Ave., Parcel No. 072.000

==========

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

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

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

receiving and

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $ 234.85 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Avenue, Parcel no. 072.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June, 2019.

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 5/24/2019

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132-7210

Property Address:
308 Brannon
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 221.25

Certified mail: $ 13.60

Misc. _____

Total $ 234.85

RESOLUTION NO. 143-19

Weed Abatement Assessment - 407 Hunter Street

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

407 Hunter St., Parcel No. 037.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 407 Hunter St, parcel no. 037.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 407 Hunter St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th Day of June 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $ 243.60 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 407 Hunter St, Parcel no. 037.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-01-12-4-001-037.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 5/22/2019

To: Alan Keith Lafoy

Property Address: 407 Hunter Street
Opelika, AL 36801

Parcel # 43-09-01-12-4-001-037.000

On 3/26/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 230.00

Certified mail: $ 13.60

Misc. _____

Total $243.60

Attachment: 407 Hunter Street Weed Invoice (143-19 : Weed Abatement Assessment - 407 Hunter Street)

RESOLUTION NO. 144-19

Weed Abatement Assessment - 504 S 4Th St.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

504 S 4th St., Parcel No. 104.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 504 S 4th St., parcel no. 104.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 504 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $513.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 504 S 4th St., Parcel no. 104.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-104.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June, 2019.

_____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000

On April 15, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 500.00

Certified mail: 13.34

Misc. _____

Total 513.34

Attachment: WEED INVOICE 504 S 4th St. (144-19 : Weed Abatement Assessment - 504 S 4Th St.)

RESOLUTION NO. 145-19

Weed Abatement Assessment - 509 1St Avenue

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

509 1st Avenue, Parcel No. 128.000

==========

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

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

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $ 263.60 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 509 1st Avenue, Parcel no. 128.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-07-01-002-128.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June, 2019.

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 5/24/2019

To: Loretta Wanat
11090 Woodruff Road
Fairburn, GA 30213

Property Address:
509 1st Avenue
Opelika, AL 36801

Parcel # 43-10-03-07-01-002-128.000

On March 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 250.00

Certified mail: $ 13.60

Misc. _____

Total $ 263.60

RESOLUTION NO. 146-19

Weed Abatement Assessment - 901 Lake Condy Rd.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

901 Lake Condy Rd., Parcel No. 068.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 901 Lake Condy Rd., parcel no.068.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 901 Lake Condy Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4h day of June 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $408.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 901 Lake Condy Rd, Parcel no. 068.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-05-1-000-068.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June, 2019.

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: Seterus
PO Box 1077
Hartford Ct. 06143-1077

Property Address:
901 Lake Condy Rd.
Opelika Al. 36801
Parcel # 10-03-05-1-000-068.000

On April 19, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 395.00

Certified mail: 13.34

Misc. _____

Total 408.34

RESOLUTION NO. 147-19

Weed Abatement Assessment - 1109 Magnolia St

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $210.37 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 4th day of June, 2019.

_____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On April 25, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: 6.67

Misc. _____

Total 210.37

Attachment: WEED INVOICE 1109 Magnolia St (147-19 : Weed Abatement Assessment - 1109 Magnolia St)

RESOLUTION NO. 148-19

Weed Abatement Assessment - 1640 Parker Way

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1640 Parker Way Parcel No. 016.001

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 1640 Parker Way 016.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1640 Parker Way, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $1035.75 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1640 Parker Way Parcel No. 016.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-24-0-000-016.001 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for

collecting ad valorem tax, and remit the amount to the City.

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

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

_____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

To: 1640 Parker Way Holdings LLC
c/o CSC Layers Incorporated
7 St. Paul Street Suite 820
Baltimore, MD 21202

Property Address: 1640 Parker Way
Opelika, AL 36801

Parcel # 43-09-06-24-0-000-016.001

On 04/23/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: $ 1,022.15

Certified mail: $ 13.60

Misc. _____

Total $ 1,035.75

Attachment: 1640 Parker Way WEED INVOICE (148-19 : Weed Abatement Assessment- 1640 Parker Way)

RESOLUTION NO. 149-19

Weed Abatement Assessment - 1733 1St Ave

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1733 1st Ave, Parcel No. 073.000

==========

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

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

WHEREAS, the 4th day of June, 2019 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $190.50 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1733 1st Ave, Parcel no. 073.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-2-000-073.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County

Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the4th day of June 2019.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2019

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

Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 43-09-06-13-2-000-073.000

On 04/15/2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	$ 176.90
Certified mail:	$ 13.60
Misc.	
Total	$ 190.50

RESOLUTION NO. 150-19

Request by Verizon Wireless for a special use permit extension at 269 Lee Road 711.

RESOLUTION NO. _____

WHEREAS, Resolution No. 004-19 for a Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 2nd day of January, 2019, and;

WHEREAS, Verizon Wireless, has requested an extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, 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 Wireless' customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of an extension of the Special Use Permit for the modification of Verizon Wireless' equipment at this facility located at 269 Lee Road 711, which consist of a 193.5' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon Wireless is hereby granted a extension of the Special Use Permit to modify their equipment at the wireless telecommunications facility located at 269 Lee Road 711.

As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated

and be providing service no later than one hundred 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 Wireless may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.

2. Verizon Wireless must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once, Verizon Wireless has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon Wireless must notify the City's consultant for all inspections.
4. 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.
5. 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. 151-19

Agreement for architect services for Library project.

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND LATHAN ASSOCIATES ARCHITECTS, P.C. FOR LIBRARY PROJECT

WHEREAS, the City of Opelika, Alabama, (the "City") intends to renovate and expand the Lewis Cooper Jr. Memorial Library or, alternatively, to design and build a new library (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 (AIA Document B132-2009) for professional services 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 B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-Ninth 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)

Lewis Cooper Jr. Library
Architect's Job No. 19-32

The Construction Manager:
(Name, legal status, address and other information)

Robins & Morton Group
400 Shades Creek Parkway, Birmingham, AL 35209

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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and 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 schedule:

.1 Design phase milestone dates, if any:

.2 Commencement of construction:

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.3 Substantial Completion date or milestone dates:

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

[ ] One Contractor

[ ] Multiple Prime Contractors

[X] Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

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

§ 1.1.9 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 information.)

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

.2 Cost Consultant (if in addition to the Construction Manager):

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(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

.3 Land Surveyor:

To be determined.

.4 Geotechnical Engineer:

To be determined.

.5 Civil Engineer:

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

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

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

LBYD, Inc.
716 South 30th Street

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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: 205-237-0891

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineering: LBYD, Inc., 716 South 30th Street, Birmingham, AL 35233

§ 1.1.13 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 such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement.

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

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§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million ($ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ($).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million ($ 2,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner and Construction Manager as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

2.7 The Architect hereby agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Owner and Construction Manager 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

2.8 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.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other 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 to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

3.1.9 Basic Services shall include:
3.1.9.1 - Preliminary drawings.
3.1.9.2 - Civil engineering – See Section 4.2 for limited Civil Engineering services provided.
3.1.9.3 - Landscape design
3.1.9.4 - Detailed costs estimating
3.1.9.5 - Conformed documents for Construction
3.1.9.6 - As constructed record drawings
3.1.9.7 - 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 Construction Manager, 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, and the proposed procurement or 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. 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 to the Owner and Construction Manager, 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 and the Construction Manager's review. 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager 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 schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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 such other elements as may be appropriate. 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 and the Construction Manager's review. 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and 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); and (4) compile a project manual that includes the Conditions of the Contract for Construction 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.

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§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. 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.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager 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 and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 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 A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, 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 and Construction Manager 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.

§ 3.6.1.3 Subject to Section 4.3, 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 4.3.3, 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 report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) 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 reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment 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 on written request of the Construction Manager, Owner, or Contractor through the Construction Manager 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.

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§ 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 A232–2009, 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 an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager 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 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, 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, unless otherwise specifically stated by the Architect, of any 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.

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§ 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager 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 Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, 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 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.

3.6.6.5 Subsequent to meetings with the Owner, as indicated in 3.6.6.4, 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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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site evaluation and planning (B203™–2007)		
§ 4.1.6 Building information modeling (E202™–2008)		
§ 4.1.9 Architectural interior design (B252™–2007)		
§ 4.1.10 Value analysis (B204™–2007)		
§ 4.1.12 On-site project representation (B207™–2008)		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility support services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.21 Security evaluation and planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® certification (B214™–2012)		
§ 4.1.25 Historic preservation (B205™–2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material

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change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of bidders or persons providing proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to 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;

.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 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 over the duration of the Project 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

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§ 4.3.4 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. 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update 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 furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 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.

§ 5.6 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 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.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.8 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 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

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its consultants maintain professional liability insurance and other liability insurance as appropriate to the services 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager 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 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. 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 Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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 the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction

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Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.3** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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.

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7.5 The Owner shall not be required to pay the Architect a license fee for utilizing the Construction Documents for future renovation or additions to the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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

§ 8.2.1

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.

(Paragraph deleted)

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

The choice is left to the parties.

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(Paragraphs deleted)

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 Architect shall be paid 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 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 11.9.

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 A232–2009, 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 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.

§ 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.

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§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

10.8.1

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, 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 Additional Services designated in Section 4.1, 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 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Cost plus 10%.

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

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

Schematic Design Phase ten percent (10 %)

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Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	fifty	percent (	50	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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, if any, 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 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** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;

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.10 Site office expenses; and
.11 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 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

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, Electrical, and Civil Engineering (for site drainage and grading only) 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

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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.
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 Owner and Architect.

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

.1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Recommended Maximum Fee Rate by Building Type Groupings (2 pages)

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

Init.
/

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OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Gary Fuller, Mayor	Rick N. Lathan, AIA
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the Twenty-Ninth 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

...

Lewis Cooper Jr. Library
Architect's Job No. 19-32

...

Robins & Morton Group
400 Shades Creek ParkwayBirmingham, AL 35209

PAGE 2

To be determined.

PAGE 3

[X] Unknown at time of execution

...

Joey Motley, City Administrator
City of Opelika

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

PAGE 4

To be determined.

...

To be determined.

...

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

...

LBYD, Inc.

...

716 South 30th Street

PAGE 5

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

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...

P.O. Box 2233

...

Anniston, AL 36202

...

Phone: 205-237-0891

...

Civil Engineering: LBYD, Inc., 716 South 30th Street, Birmingham, AL 35233

...

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

...

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

PAGE 6

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million ($ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million ($ 2,000,000) per claim and in the aggregate.

...

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner and Construction Manager as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

...

2.7 The Architect hereby agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Owner and Construction Manager 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

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...

2.8 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

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

...

3.1.9 Basic Services shall include:

...

3.1.9.1 - Preliminary drawings.

...

3.1.9.2 - Civil engineering – See Section 4.2 for limited Civil Engineering services provided.

...

3.1.9.3 - Landscape design

...

3.1.9.4 - Detailed costs estimating

...

3.1.9.5 - Conformed documents for Construction

...

3.1.9.6 - As constructed record drawings

...

3.1.9.7 - Telecommunications/data design

PAGE 9

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and 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); and (4) compile a project manual that includes the Conditions of the Contract for Construction 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.

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...

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. -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 and Construction Manager 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,~~ 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 Construction Manager, or the Contractor or~~ of any other persons or entities performing portions of the ~~Work.~~ Work, including the Contractor and the Contractor's subcontractors.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) 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.

...

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

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concerning the Contractor's performance and allow the Owner to make final decisions regarding actions that should be taken in response.

PAGE 11

§ 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 A232–2009, 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.

...

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager 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.~~review, but in no case shall the review time exceed two weeks from the time of receipt without prior written approval from the Owner.

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3.6.6.5 Subsequent to meetings with the Owner, as indicated in 3.6.6.4, 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.

...

~~**§ 4.1.1** Programming (B202™–2009)~~		

...

~~**§ 4.1.7** Civil engineering~~		
~~**§ 4.1.8** Landscape design~~		

...

~~**§ 4.1.11** Detailed cost estimating~~		

...

~~**§ 4.1.13** Conformed construction documents~~		
~~**§ 4.1.14** As-designed record drawings~~		
~~**§ 4.1.15** As-constructed record drawings~~		

...

~~**§ 4.1.19** Coordination of Owner's consultants~~		
~~**§ 4.1.20** Telecommunications/data design~~		

...

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

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§ 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 and Construction Manager 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

7.5 The Owner shall not be required to pay the Architect a license fee for utilizing the Construction Documents for future renovation or additions to the Project.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

...

~~**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

...

~~**§ 8.1.4** 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.~~

...

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§ 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 the Agreement.~~ mediation. A request for mediation shall be made in ~~writing,~~ writing and delivered to the other party to ~~the Contract, and filed with the person or entity administering the mediation.~~ this 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.

...

[X] Other: *(Specify)*

...

The choice is left to the parties.

...

~~§ 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 shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. 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.~~

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~~§ 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.~~

...

~~§ 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.~~

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...

~~§ 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 issues 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 fact or law 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.~~

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located .

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~~ARTICLE~~

...

10.8.1

...

ARTICLE 11 COMPENSATION

...

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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.

...

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%.

PAGE 21

Cost plus 10%.

...

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

...

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	fifty	percent (	50	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)

...

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

~~Employee or Category~~ ~~Rate ($0.00)~~

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§ 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.

...

~~**§ 11.9 Compensation for Use of Architect's Instruments of Service**~~

...

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

1. 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.

1. Basic Fee includes normal Structural, Mechanical, Electrical, and Civil Engineering (for site drainage and grading only) Design

1. 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).

1. 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.
    12. Architect's On-site Representative

1. 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.

1. 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.
1. Article 6, Definition of Cost of the Work shall be amended as follows:

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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

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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.

1. 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.

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Recommended Maximum Fee Rate by Building Type Groupings (2 pages)

...

Gary Fuller, Mayor

Rick N. Lathan, AIA

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nadine Sullivan, 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 09:09:03 CT on 05/29/2019 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 B132™ - 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Nadine Sullivan
(Signed)

Office Manager
(Title)

05/29/2019
(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	$100,000	8.0	9.0	10.0	11.0	12.0	5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0	6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0	8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9	10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8	12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7	14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6	16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5	18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4	20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3	22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2	24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1	27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0	30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9	33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8	36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7	39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6	42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5	46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4	50,000,000	to	and over	2.5	3.5	4.5	5.5	6.5

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.

Attachment: CM 6-04-19, architect agreement, Library (151-19 : Agreement for architect services for Library project.)

RESOLUTION NO. 152-19

Professional Services Contract with Seely & Long Assoc. Inc.

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND SEELY & LONG ASSOCIATES, INC.

WHEREAS, the City of Opelika, Alabama (the "City") desires to obtain state and federal funding to support education, employment, youth, health and wellness projects; and

WHEREAS, the City desires to engage Seely & Long Associates, Inc., ("Seely & Long") to render certain grant writing, grant management and technical services in connection with the implementation of said projects; and

WHEREAS, a proposed Professional Services Contract (the "Contract") to be entered into by and between the City and Seely & Long 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 Contract.

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

1. That the proposed Professional Services Contract to be entered into by and between the City and Seely & Long, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be

conclusively evidenced by execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City.

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

4. That the retainer fee of $5,000 to be paid to Seely & Long under the Contract shall come from the Unassigned Fund Balance, and the Controller is hereby authorized to make all necessary and appropriate budget adjustments and accounting entries to implement the provisions of this Resolution. The retainer fee shall be paid to Seely & Long upon execution and delivery of the Contract.

5. That all grant management fees shall be paid as provided in the budget of each grant that Seely & Long writes for the City.

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

Seely & Long Associates
Professional Services Contract

The City of Opelika, Alabama, a municipal corporation (Client), agrees to retain Seely & Long Associates, a general partnership composed of Dr. Richard Seely and Matthew ("Skip") Long, (Contractor), to prepare and market, for the purpose of obtaining federal and other funding, grant applications to support education, employment, youth, health & wellness and/or other projects. This contract shall be in effect from June 6, 2019 to June 5, 2022. Once grant application(s) award(s) are approved, the Client agrees to retain the Contractor to manage agreed upon project implementation activities of the funded project(s).

1. SCOPE OF WORK

The Contractor agrees to complete, for a retainer of $5,000, the following preliminary project development activities:

a. Work with city representatives to identify projects that are needed in the community and have strong political support

b. Assist preparation of project summaries that:
   - outline the major issues and opportunities being addressed
   - define the project goals, measurable objectives and strategies
   - set out a project action plan/timeline
   - detail the project budget including partner match (if required)
   - Provide detail concerning the Client's and partner organization's local political support for the project(s) so crucial to ensuring fundraising program success.
   - Research grant prospects and advise clients on which ones to approach and how.
   - Work with staff to interpret guidelines and gather material and information necessary for strong proposal.
   - Write grant proposals as requested in time to meet deadlines and to prepare the proposal for submission.

c. Coordinate the development of a project fundraising strategy and action plan.

The Contractor also agrees to carry out, <u>at no cost to the Client</u>, the following fundraising activities:

a. Implement and revise, as needed, a 12-month project fundraising action plan outlining the tasks to be completed, individual/organization responsibilities and timeline for task completion.

b. Coordinate the implementation of the fundraising action plan.

Attachment: Opelika2019ContractFINAL052819 (152-19 : Professional Services Contract, Seely & Long Assoc.)

c. (as necessary) Complete project outreach as a means of gaining local and state support for the project(s).
d. Carry out the following on-going local and Washington fundraising efforts on behalf of the Client including:
   - "Shop" or market Client priority projects to federal agency and other decision makers.
   - Meet with Congressional Delegation Members and staff to brief them on projects and to gain congressional support.
   - Market projects to other Members of Congress and their staffs.
   - Revise project content and budget, as needed.

During the project implementation phase, the Client agrees to pay the Contractor fees as defined in Section 2 of the contract for project implementation activities including the following:

a. Draft and revise joint powers and other agreements between the Client (or applicant organization) and the granting institution.
b. Complete performance and financial reports required by the granting institution.
c. Evaluate the work of project staff, consultants, vendors, contractors and other service providers.
d. Assist the Client and its partners to meet cash and in-kind match requirements associated with the project(s).
e. Insure program compliance
f. Assist in establishing and maintaining financial processes
g. Establish and maintain record-keeping systems
h. Perform any administrative duty required to deliver the project

2. COMPENSATION:

Once project funding has been gained as a result of the Contractor's efforts, the Consultant shall be paid a grant management fee as a line item in the budget of each grant the Consultant writes for the City. The grant management fee shall not exceed 20% of the total grant budget or the maximum grant management fee allowable under the grant, whichever amount is lesser. The Consultant shall be paid the grant management fee only if the grant is awarded with the approval of the grant management fee in the budget. The grant management fee shall be defined in the grant application budget and shall not be deduced from monies needed to achieve the Client's project deliverable.

The Consultant may submit invoices to the City for approval on a progress basis, but not more than once a month. Said invoices shall be based on the total of Consultant services which have been completed to the City's satisfaction. Payments will be made to Contractor as defined in the grant application budget. The Client shall pay Consultant's invoices within fifteen (15) days from the date the Client receives said invoice. Each invoice shall describe in detail the services performed to date of performance.

Attachment: Opelika2019ContractFINAL052819 (152-19 : Professional Services Contract, Seely & Long Assoc.)

If the Contract is terminated on or before June 5, 2022 and funds are obtained by Client as a result of the Contractor's fundraising efforts (as defined in Section 1) after that date, the compensation provisions of the Contract continue to remain in effect.
.

3. TERM:

This agreement shall become effective on June 6, 2019 and will terminate on June 5, 2022.

4. TERMINATION:

This agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. PRODUCT OF SERVICES:

All materials developed for or acquired by the Contractor during the term of this agreement are the property of the Client.

6. PROPRIETARY INFORMATION:

The Contractor acknowledges that, in the course of contract with the Client, the principals may become aware of certain information about the latter organization's operations or clients that is considered proprietary. The Contractor agrees not to disclose such information or use the information in any manner without the express written permission of the Client.

7. RECORDS AND AUDITS:

Records of Consultant's services related to this agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the Client on inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

8. INDEPENDENT CONTRACTOR:

Consultant is and shall be acting at all times as an independent contractor and not as an employee of the Client. Consultant shall have no power to incur any debt, obligation or have control over the conduct of Client or Client's employees, except as set forth in this agreement. Consultant shall not at any time or in any manner represent that it or any of its employees are in any manner agents or employees of the Client. Consultant shall procure, at its sole expense, and be responsible for any and all payment of federal income

Attachment: Opelika2019ContractFINAL052819 (152-19 : Professional Services Contract, Seely & Long Assoc.)

tax, Social Security, state disability insurance, unemployment compensation and other payroll deductions for Consultant.

9. ACCESS TO RECORDS:

The Consultant agrees to provide the City and any applicable federal or state agency or their authorized agents access to any records necessary to determine grant compliance. The Consultant agrees to create and retain records supporting the services rendered or materials delivered for a period of four (4) years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by federal or state agencies, whichever is later.

The provisions of this Contract are agreed to by:

CITY OF OPELIKA, ALABAMA
CLIENT

_____
GARY FULLER, MAYOR

_____
DATE

SEELY & LONG ASSOCIATES
CONTRACTOR

_____
DR. RICHARD SEELY,
GENERAL PARTNER

_____
DATE

_____
MATTHEW (“SKIP”) LONG,
GENERAL PARTNER

_____
DATE

Attachment: Opelika2019ContractFINAL052819 (152-19 : Professional Services Contract, Seely & Long Assoc.)

RESOLUTION NO. 153-19

Mutual Aid Assistance Memorandum with Fort Benning.

RESOLUTION NO. _____

RESOLUTION APPROVING ALL HAZARD-ALL EMERGENCY

MUTUAL AID ASSISTANCE MEMORANDUM BY AND AMONG POLITICAL SUBDIVISIONS LOCATED WHOLLY OR PARTIALLY WITHIN THE STATES OF ALABAMA AND GEORGIA AND THE UNITED STATES INSTALLATION MANAGEMENT COMMAND, FORT BENNING, GEORGIA AND U.S. MEDICAL COMMAND, FORT BENNING, GEORGIA

WHEREAS, the safety of citizens is of the utmost importance to all levels of state and local government; and

WHEREAS, the City of Opelika, Alabama (the "City") and certain political subdivisions located wholly or partially within the states of Alabama and Georgia and the United States Army--Fort Benning desire to enter into a All Hazard-All Emergency Mutual Aid Assistance Memorandum in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency; and

WHEREAS, the State of Alabama and the Federal Emergency Management Agency ("FEMA") have recognized the importance of the concept of written mutual aid agreements between all levels of governments to facilitate reimbursement; and

WHEREAS, pursuant to the laws of the State of Alabama, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or human-made disaster and/or other emergency; and

WHEREAS, a proposed Memorandum of Agreement (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 Memorandum of Agreement to be entered into by and among the U.S. Army-Fort Benning and certain political subdivisions located wholly or partially within the states of Alabama and Georgia, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby accepted, 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 the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. ARMY INSTALLATION MANAGEMENT COMMAND, FORT BENNING, GA;
U.S. ARMY MEDICAL COMMAND, FORT BENNING, GA

AND

CITY GOVERNMENTS
(COLUMBUS, GA; AUBURN, AL; OPELIKA, AL; PHENIX CITY, AL)

COUNTIES/COMMISSIONS
(CHATTAHOOCHEE COUNTY, GA; HARRIS COUNTY, GA; MARION COUNTY, GA; TALBOT COUNTY, GA; TAYLOR COUNTY, GA; TROUP COUNTY, GA; LEE COUNTY, AL; RUSSELL COUNTY, AL)

SHERIFF OFFICES
(CHATTAHOOCHE COUNTY, GA; HARRIS COUNTY, GA; MARION COUNTY, GA; MUSCOGEE COUNTY, GA; TALBOT COUNTY, GA; TAYLOR COUNTY, GA; TROUP COUNTY, GA; LEE COUNTY, AL; RUSSELL COUNTY, AL)

EAST ALABAMA MEDICAL CENTER, OPELIKA, AL;
COLUMBUS, GA AIRPORT AND
COLUMBUS, GA DEPARTMENT OF PUBLIC HEALTH

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement ("Agreement") is entered into by, between, and among the political subdivisions located wholly or partially within the States of Georgia and Alabama, and the United States Army - Fort Benning, that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, "the Parties.")

1. References. See Annex F.

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. **Applicability**. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command

Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. **Standardization**. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage mutual cooperation between participating agencies in the development of standardized incident action plans for any hazardous, high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. **Reimbursement**. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law, Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEBS), with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the “United States Treasury” and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division-Garrison RMO
IMBE-RM
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. **Insurance.** Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including: comprehensive liability, personal injury, property damage, automobile, worker’s compensation, and, if applicable, professional liability insurance.

e**. Waivers.** Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. **Immunity.** All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub-divisions, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 U.S.C. §2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of the political sub-divisions. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. **Dispute Resolution.** Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third party participant will be equally divided among the agencies with the dispute. . If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

h. **Public Information Releases**. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a**. Immediate Response**. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. *See also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

1) There is a request from civil authorities for assistance with imminently serious conditions.
2) Time does not permit approval from higher headquarters.
3) Immediate notification will be made to the chain of command.
4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. **Pre-Coordinated Agreements.** Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

1) Memorandums of Agreement
2) Intergovernmental Support Agreements
3) Leases
4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E-911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) <u>WHO is the requesting agency?</u> Name, Phone Number, and Agency of requesting official.

2) <u>WHAT specific type of asset is being requested?</u> The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) <u>WHEN time and date asset is needed?</u> Date and Time assets are requested.

4) <u>WHERE does the asset need to be deployed to?</u> A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) <u>WHY is the asset required?</u> Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel,

specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies' services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede any and all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 9 years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed every 3 years by the parties.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Points of Contact. Refer to Annex G.

17. Signatures.

This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this 14th day of May 2019, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

Signatures follow on next page.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Clinton W. Cox
Commander
U.S. Army Garrison
Fort Benning, GA

14 MAY 2019
(Date)

COL Larry J. McCord, MD
Commander
Martin Army Community Hospital
Fort Benning, GA
LTC JEFF BLACKWELL
ACTING COMMANDER 14 May 19
(Date)

B. H. "Skip" Henderson III
Mayor, Public Safety Director
Columbus Consolidated Government
Columbus, GA

14 May 2019
(Date)

Greg Countryman
Muscogee County Marshal
Columbus, GA

16 May 2019
(Date)

Ricky Boren
Chief of Police
Columbus, GA

5-14-19
(Date)

Donna L. Tompkins
Sheriff
Muscogee County, GA

5-14-19
(Date)

Amber Clark
Director, Columbus Airport
Columbus, GA

(Date)

Beverley A. Townsend
Commissioner
Columbus Dept. of Public Health

05/14/2019
(Date)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

Randy Dowling
County Manager
Harris County Commission, GA

5-14-19
(Date)

Mike Jolley
Sheriff
Harris County, GA

(Date)

Sher'Londa Walker
Chairperson
Talbot County Commission, GA

MAY 2 2 2019
(Date)

Bobby R. Gates
Sheriff
Talbot County, GA

(Date)

Cicero Latimore
Chairperson
Taylor County Commission, GA

(Date)

Lenda K. Taunton
County Manager
Taylor County Commission, GA

(Date)

Jeff Watson
Sheriff
Taylor County, GA

(Date)

James Woodruff
Sheriff
Troup County, GA

(Date)

Dennis Knight
EMD/Fire Chief
Troup County, GA

(Date)

Jon Whitney
Chief Deputy
Troup County, GA

5/24/19
(Date)

Sam Shiro
EMA Director
Marion County, GA

(Date)

Derrell Neal
Sheriff
Marion County, GA

(Date)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

Hank Lynch
Sheriff
Chattahoochee County, GA

8-14-19
(Date)

Anthony W. Norton
East Alabama Medical Center/EMS
Opelika, AL

8-14-19
(Date)

See attached Phenix City Resolution
Eddie N. Lowe
Mayor
Phenix City, AL

(Date)

George Neal Jr.
Marion County Commissioner
Buena Vista, GA

(Date)

Peggy Martin
Chairperson
Russell County Commission, AL

May 14 2019
(Date)

Bob Franklin
EMA Director
Russell County, AL

May 15, 2019
(Date)

Suzanne Huff
Assistant County Manager
Chattahoochee County, GA

May 15, 2019
(Date)

Gary Fuller
Mayor
Opelika, AL

(Date)

See attached Phenix City Resolution
Wallace B. Hunter
City Manager
Phenix City, AL

(Date)

See attached Phenix City Resolution
Raymond Smith
Chief of Police
Phenix City, AL

(Date)

Heath Taylor
Sheriff
Russell County, AL

05.14.2019
(Date)

Jay Jones
Sheriff
Lee County, AL

(Date)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

Jim Buston
City Manager
Auburn, AL

(Date)

John C. Lankford IV
Fire Chief
Auburn, AL

(Date)

Judge Bill English
Chairperson
Lee County Commission, AL

(Date)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

ANNEX A
(Notification Procedures)

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact procedures for requesting assistance as listed below.

Chattahoochee County, GA	Sheriff Office	(706) 989-3644
Columbus, GA Airport	Admin Office	(706) 393-8183 (706) 323-4041
Columbus Consolidated Government	E-911 Center	(706) 653-3229 (706) 653-3230
	Sheriff Office	(706) 225-3314
Fort Benning Military Installation	E-911 Center	(706) 545-2222
	MP Desk	(706) 545-5222
Harris County, GA	E-911 Center	(706) 628-7161
Lee County, AL	Sheriff Office	(334) 737-7131
Lee County, AL	EMA	(334) 749-8161
Marion County, GA	Sheriff Office	(229) 649-3841
Phenix City, AL	E-911 Center	(334) 298-0611
	Police Chief	(334) 448-2717
Russell County, AL	E-911 Center	(334) 298-6535
Talbot County, GA	Sheriff Office	(706)-665-3111
Taylor County, GA	Sheriff Office	(229) 649-3841
Troup County, GA	E-911 Center	(706) 883-1717
	Sheriff Office	(706) 883-1616
Care Ambulance Service	Dispatch Center	(334) 298-1112 (334) 262-2550
Community Ambulance	Dispatch Center	(706) 561-6389
EMS Care Ambulance	Dispatch Center	(706) 622-1791

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

ANNEX B
(Interoperable Communications)

1. Incident Commanders will designate a Communications Officer who will be responsible for insuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.

2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with in order to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.

3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C
(Fire Resources and Coordination)

Fire Equipment and Personnel:

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)

2. Structural Fire Suppression/Aerial Response

    a. Breathing apparatus resupply

    b. Mobile water resupply

3. Aircraft Crash Rescue/Fire Suppression Response

4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level

5. Ambulance Emergency Medical Services Response

    a. Emergency Medical Services Paramedic Level

6. Technical Rescue Response

    a. Structural Collapse

    b. Trench Collapse Rescue

    c. Vehicle/Machinery Rescue

    d. Confined Space Rescue

    e. High/Low Angle Rescue

    f. Water Rescue Response

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

1) Shore Water Rescue

2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

   a. Awareness Level

   b. Operations Level (Containment/Decontamination)

   c. Technician Level (Confinement)

8. Weapons of Mass Destruction Reponses

   a. Awareness Level

   b. Operations Level (Containment/Decontamination)

   c. Technician Level (Confinement)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

ANNEX D
(Police/Security Resources and Coordination)

1. **Law Enforcement Equipment:** DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the MACOM installation Commander. Lease agreements – For equipment must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). *See also* 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police and Department of the Army Civilian Police off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support –** MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident. Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will

be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. *See also* DoDD 5200.31E, paragraph 4.f.

b. **Transportation of apprehended suspects and prisoners**. Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the Military Police Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. **Information Sharing Concerning Service Members** - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5222) will be notified of off-post incidents involving Service Members in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the Military Police Desk Sergeant will contact FAP/BH. Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. **Sharing Law Enforcement Reports** - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via FAX at (706)545-6670.

e. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

f. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

g. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the

purpose of obtaining a copy of the corresponding police report and any related documents available. (Executive Summary)

h. Designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency.

i. Sharing of information and facilities during the course of an investigation in accordance with 5 USC 552a (b)(7) (The Privacy Act of 1974).

j. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with ACP closures. During emergency periods or in the case of a special event at Fort Benning, it may require the closure of some ACPs. Also in the event of a change of the Force Protection level, there may be significant backups at the ACPs. These events could cause major impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together.

Areas affected by ACP closures:

1) Benning Road ACP: Benning Blvd and Victory Drive
2) I-185 ACP: I-185 and Victory Drive
3) Sandhill ACP: Hwy 27 and Victory Drive
4) Harmony Church ACP: Hwy 27
5) Eddy Bridge ACP: Hwy 165

An emergency access location will be established for local support based on the incident location at the time of the incident.

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

ANNEX E
(Medical Services)

Emergency Medical Services

Fort Benning Emergency Medical Services will provide Advance Life Support level Ambulance or Ambulances if requested for mutual aide. The response for mutual aid will be granted based on availability of resources at the time of request. The mutual aid response will be granted by the Chief of EMS or his designee at (762) 408-2139.

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

ANNEX F
(References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property

2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities

3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies

4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements

5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property

6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus

7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation

8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements

9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support

10. DoDI 6055.06, DoD Fire and Emergency Services Program

11. DoDI 6055.17, DoD Emergency Management (EM) Program

12. DoDI 7000.14R, Financial Management Regulations

13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities

14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies

15. DoDD 4500.09E, Transportation and Traffic Management

16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program

17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

18. Army Regulation (AR) 5-9, Installation Agreements

19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting

21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services

22. AR 525-27, Army Emergency Management Program

23. AR 700-131, Loan, Lease, and Donation of Army Materiel

24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety

25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ANNEX G
(Points of Contact)

The following Points of Contact (POCs) are provided for staffing and coordination purposes.

Columbus Consolidated Government
POC: Brittney Jones
100 10th Street
Columbus, GA 31902
(706) 653-4013

Phenix City Government
POC: Melony Lee
601 12th Street (3rd Floor)
Phenix City, AL 36867
(334) 448-2726

Columbus Airport Commission
POC: Amber Clark
3250 W Britt David Road #204
Columbus, GA 31909
(706) 324-2449

Chattahoochee County Commission
POC: Suzanne Huff
215 McNaughton Street
Cusseta, GA 31805
(706) 989-3602

Harris County Commission
POC: Nancy McMichael
104 North College Street
Hamilton, GA 31811
(706) 628-4958

Lee County, AL, Commission
POC: Catherine Carson
908 Avneue B
Opelika, AL 36801
(334) 749-8161

Marion County Commission
POC: Jason Tinsley
100 East Burkhalter Avenue
Buena Vista, GA 31803
(229) 649-2603

Muscogee County Sheriff's Office
POC: Dena Beardan
100 10th Street
Columbus, GA 31901
(706) 225-3325

Fort Benning Military Installation
Agreement Manager: Kevin Rogers
7533 Holtz Street, Building 70
Fort Benning, GA 31905
(706) 545-7225

Columbus Dept. of Public Health
POC: Darrel Enfinger
2100 Comer Avenue
Columbus, GA 31904
(706) 321-6160

Chattahoochee County Sheriff
POC: Amanda Jones
377 Broad Street
Cusseta, GA 31905
(706) 989-2004

Harris County Sheriff's Office
POC: Sheriff Mike Jolley
9825 GA Highway 116
Hamilton GA 31811
(706) 628-4211

Lee County Sheriff's Office
POC: Captain Chris Wallace
1900 Frederick Road
Opelika, AL 36801
(334) 737-7182

Marion County Sheriff's Office
POC: Scotty Coe
338 Geneva Road
Buena Vista, GA 31803
(229) 649-3841

Russell County Commission
POC: Ms. LeAnn Horne
1000 Broad Street
Phenix City, AL 36867
(334) 298-6426

Russell County Sheriff's Office
POC: Ms. Lori Evans
305 Prentiss Drive
Phenix City, AL 36868
(334) 664-9853

Talbot County Commission
POC: Shequlia Willis
74 West Monroe Street
Talbotton, GA 31827
(706) 665-3220

Talbot County Sheriff's Office
POC: Chief Bobby R. Gates Jr
1761 Geneva Highway
Talbotton, GA 31827
(706) 665-3111

Taylor County Commission
POC: Teresa Winsor
P.O Box 278
Butler, GA 31006
(478) 862-3336

Taylor County Sheriff's Office
POC: Clydeafaye Albritton
4 West Main Street
Butler, GA 31006
(478) 862-5444

Troup County Commission
POC: Cheryl May
100 Ridley Avenue
Lagrange, GA 30241
(706) 883-1610

Troup County Sheriff's Office
POC: Chief Deputy Jon Whitney
130 Sam Walker Driver
Lagrange, GA 30241
(706) 883-1616

Auburn Fire Division
POC: Fire Chief John C. Lankford IV
161 North Ross Street
Auburn, AL 36830
(334) 501-3163

Auburn City Manager
POC: James C. Buston III
144 Tichenor Avenue, Suite 1
Auburn, AL 36830
(334) 501-7261

RESOLUTION NO. 2019-102

WHEREAS, the City of Phenix City, Alabama wishes to enter into an agreement with participating cities, departments, commissions, and organizations to provide needed resources, facilities, services and any other required support during an emergency or disaster; and

WHEREAS, needed services may include but not be limited to: Emergency Medical Services, Fire Suppression, Hazardous Materials Response, Law Enforcement (Police, Sheriff, Marshal, Correctional), Public Health, Public Services, Public Transportation, and Technical Rescue in compliance with the National Incident Management System (NIMS).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Phenix City, Alabama, that the Mayor and City Manager are hereby authorized to enter into a Mutual Aid Agreement with participating cities, departments, commissions, and organizations to provide needed resources, facilities, services and any other required support during an emergency or disaster.

PASSED, APPROVED AND ADOPTED this 16th day of April, 2019.

Eddie N. Lowe
MAYOR

MEMBERS OF THE CITY COUNCIL OF
THE CITY OF PHENIX CITY, ALABAMA

ATTEST:

Melony Lee
CITY CLERK

STATE OF ALABAMA
COUNTY OF RUSSELL

I, Melony Lee, City Clerk of the City of Phenix City, Alabama, do hereby certify that this is a true and correct copy of Resolution No. 2019-102 dated the 16th day of April, 2019.

WITNESS my signature, as said City Clerk, under the seal of said City, this the 10th day of May, 2019.

Melony Lee
Melony Lee

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

Randy Dowling
County Manager
Harris County Commission, GA

5-14-19
(Date)

Mike Jolley
Sheriff
Harris County, GA

(Date)

Sher'Londa Walker
Chairperson
Talbot County Commission, GA

(Date)

Bobby R. Gates
Sheriff
Talbot County, GA

(Date)

Cicero Latimore
Chairperson
Taylor County Commission, GA

(Date)

Lenda K. Taunton
County Manager
Taylor County Commission, GA

(Date)

Jeff Watson
Sheriff
Taylor County, GA

(Date)

James Woodruff
Sheriff
Troup County, GA

(Date)

Dennis Knight
EMD/Fire Chief
Troup County, GA

(Date)

Jon Whitney
Chief Deputy
Troup County, GA

5/14/19
(Date)

Sam Shiro
EMA Director
Marion County, GA

(Date)

Derrell Neal
Sheriff
Marion County, GA

(Date)

Attachment: Mutual Aid Agreement - 15 May 2019 (153-19 : Mutual Aid Agreement with Fort Benning.)

RESOLUTION NO. 154-19

Contract with Casey Chambley, D/B/A Chambley's Display Fireworks.

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND CASEY CHAMBLEY, D/B/A CHAMBLEY'S DISPLAY FIREWORKS FOR THE PRODUCTION OF THE FIREWORKS DISPLAY AT THE OPELIKA FREEDOM CELEBRATION EVENT

WHEREAS, the annual Opelika Freedom Celebration is an event dedicated to bringing our community together to celebrate Independence Day; and

WHEREAS, the celebration ends with a public fireworks display choreographed to patriotic music; and

WHEREAS, the City of Opelika, Alabama (the "City") requires the services of an experienced and qualified fireworks contractor to furnish all labor, materials, equipment and services for providing a safe state-of-the-art aerial pyrotechnical fireworks display for the City's Freedom Celebration event; and

WHEREAS, Casey Chambley, d/b/a Chambley's Fireworks Display possesses the experience and qualifications necessary to produce the annual fireworks display at the City's Freedom Celebration event; and

WHEREAS, a proposed three-year Contract (the "Contract") for the production of the fireworks display 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 Contract.

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

1. That the proposed Contract to be entered into between the City and Casey Chambley, d/b/a Chambley's Display Fireworks, a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute said Contract in the name and on behalf of the City.

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

Chambley's Display Fireworks

THIS CONTRACT AND AGREEMENT for Fireworks made and conducted in the month of **July on the 3rd Day, 2019-2021 A.D.** This is a 3-year contract agreement for a firework display by Casey Chambley, d/b/a Chambley's Display Fireworks (hereinafter referred to as "CHAMBLEY'S")

and

The City of Opelika, Alabama, a municipal corporation (hereinafter referred to as "CLIENT").

(Hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of one dollar, each to the other in hand paid, receipt of which is herby acknowledged, and of the terms and conditions hereinafter mentioned, Chambley's and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, and conditions, and payments of this Client:

CHAMBLEY'S agrees:

1. To sell, furnish and deliver to Client a community Fireworks display for the City to be performed on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Chambley's Display Fireworks for the Fireworks displays as follows:

   Display Date(s) July 3rd (3 yr contract) Postponement Date(s)_____TBA_____?

   Contract Amount **$14,975.00**; (deposit 50%) 50% due on or before March 1st of each contract year, and the remaining 50% due on the day of the show. All payments should be made by money order or Certified Check, payable to Chambley's Display Fireworks.

2. Chambley's further agrees to furnish, sufficient trained personnel to present a display. 3. Following the display, Chambley's shall be responsible for cleanup of the display area including, but not limited to the removal of unexploded fireworks, frames, sets, and refilling holes if any. 4. Chambley's shall exercise the same degree of care, skill, and diligence in the performance of its services as is ordinarily possessed and exercised by a professional under similar circumstances. 5. During the term of the contract, Chambley's shall maintain at its sole cost and expense, general liability insurance, having a combined single limit of $1,000.000 for each occurrence and $2,000,000 in the aggregate.

Client further agrees:

6. To produce and furnish a suitable place to display the said fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and permits, and arrange for any security bonds or insurance as required by law in their community when necessary. To furnish a dry, safe and convenient place to store the fireworks, where same may be prepared for display by display technicians;

7. Prior to, during and immediately following the display, Client shall be solely responsible to keep all persons (except employees of Chambley's) out of the designated danger areas and behind safety zones, lines, and limits;

Attachment: City of Opelika final contract 2019 revised 5-31-19 (154-19 : Contract with Casey Chambley, fireworks show)

The PARTIES mutually agree:

8. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before the inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deduction whatever from the before named compensation. Should inclement weather prevent firing of said display on the aforementioned display date, then it will be understood the program is postponed and will be fired on the aforementioned Postponement date, and there will be an additional charge to cover cost of cancellation____10%_of_***total budget*.** The determination to cancel the display because of unsafe weather shall rest within the sole discretion of Chambley's Display Fireworks. If the display is cancelled by the client prior to the display date then client shall pay any expenses to Chambley's Display Fireworks.

   If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be an additional charge to cover the cost of cancellation and expenses lost by Chambley's Display Fireworks. ___You will lose 25% of total ***budget***____.
9. Chambley's reserves the exclusive right to make minor modifications and substations provided that such changes are responsible and necessary and do not materially adversely affect price, time of delivery, or display performance.

10. If the location of the firing site, spectators location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of Chambley's or its agents or personnel, Chambley's may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Chambley's may cancel the display, in such conditions, the Client may be subject to the lose of some deposit

11. This contract shall be deemed made in the State of Alabama and shall be constructed in accordance with the laws of Alabama. The parties agree and consent to the jurisdiction of Alabama to determine conflicts regarding the language and payments to be made under this contract.

12. If Client fails to pay the monies due under this contract, Chambley's is entitled to recover the balance due plus interest at 1 1/2 % per month on amounts past due. Further, on balances outstanding of 120 days or more, Chambley's is entitled to recover balance due, plus attorneys fees of 10% of the amount past due, plus court cost.

13. This contract shall not be constructed to create partnership between the parties mentioned herein.

14. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Chambley's, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

15. The parties agree that Chanbley's is an independent contractor and is not an agent or employee of the City for any purpose. Any persons retained or hired by Chambley's to perform the duties and responsibilities under this Contract are not City employees and therefore, such persons shall not be entitled to, nor will they make a claim for, any emoluments of employment with the City. Further, Chambley's shall be responsible to withhold and pay all applicable local, state and federal taxes.

16. 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.

Attachment: City of Opelika final contract 2019 revised 5-31-19 (154-19 : Contract with Casey Chambley, fireworks show)

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

ATTEST:

Fireworks _____

For Chambley's Display

APPROVED BY:

date 5/31/2019 (cc)

For Client:

BY:

_____

date

BY:

_____

date

Attachment: City of Opelika final contract 2019 revised 5-31-19 (154-19 : Contract with Casey Chambley, fireworks show)

Firework Effects

ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO** and **THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

Shell Count

Shell Size	Opening	Body	Finale	Total Shells
3” Shells	40	120	320	480
4” Shells	18	192	78	288
5” Shells	8	96	16	120
6” Shells	6	84	18	108
Cakes			3-2.5” Finale salute 36 shot	108
Cakes			2- Whistle Box 280	

VULCAN® PREMIUM QUALITY FIREWORKS

DANCING FIREWORKS

Lidu®

Attachment: City of Opelika final contract 2019 revised 5-31-19 (154-19 : Contract with Casey Chambley, fireworks show)

RESOLUTION NO. 155-19

Special Appropriation to the EAMC Foundation.

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO EAST ALABAMA MEDICAL CENTER FOUNDATION

WHEREAS, East Alabama Medical Center Foundation (the "Foundation") is a 501(c)(3) charitable organization; and

WHEREAS, the Foundation is the fundraising arm of East Alabama Medical Center ("EAMC"); and

WHEREAS, the Foundation promotes and supports the programs and activities of the EAMC, a regional public hospital; and

WHEREAS, EAMC is an integral part of the healthcare landscape of the City of Opelika (the "City"); and

WHEREAS, EAMC is vital to the economic development of the City and the surrounding area; and

WHEREAS, each year the Foundation holds an annual "Christmas Ball" to promote the programs and services of EAMC in providing high-quality, compassionate healthcare to our community; and

WHEREAS, the 2019 Christmas Ball will benefit the E.L. Spencer Jr and Ruth Priester Spencer Cancer Center (the "Cancer Center") located at 2501 Village Professional Drive in the corporate limits of the City of Opelika, Alabama; and

WHEREAS, the Cancer Center provides radiation oncology and medical oncology programs that enhance the lives of Opelika residents and our neighbors in surrounding areas; and

WHEREAS, the Foundation has requested a donation from the City to help defray the cost of the annual "Christmas Ball" and to benefit the activities and programs of EAMC; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of $10,000.00 to the Foundation.

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

1. That there is hereby approved a special appropriation in the amount of $10,000 to the Foundation.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by promoting the goals and objectives of EAMC.

3. That the City Administrator has certified that there are sufficient funds in the current budget to cover said appropriation, and the Controller is hereby authorized to make all necessary and appropriate budget and accounting entries necessary to implement this Resolution.

4. That the City Administrator is directed to prepare the appropriate documents so that a check in the amount of $10,000.00 can be issued payable to East Alabama Medical Center Foundation.

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

RESOLUTION NO. 156-19

Special appropriation to P&R for Bandy Day on June 29th.

RESOLUTION NO. _____

WHEREAS, Bandy Day is scheduled for June 29, 2019 at Bandy Park in Ward 2; and

WHEREAS, the City of Opelika Park and Recreation department is assisting Ward 2 Council woman Tiffany Pitts in planning the various activities for Bandy Day; and

WHEREAS, Council woman Tiffany Pitts wishes to contribute $2,000.00 from the Ward 2 current year discretionary funds to assist with the cost of the entertainment and other activities.

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

1. That the City Council approves said request to provide a total of $2,000.00 to assist in covering the various expenses for Bandy Day on June 29, 2019.
2. That Tiffany Pitts Ward 2 Council woman wishes to provide $2,000.00 from the Ward 2 discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Tiffany Gibson-Pitts	Ward 2	Current year acct.	$2,000.00

3. That the City Council hereby declares and determines that the expenditure of these

   public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of $2,000.00 from the specific fund or account as designated in No. 2 above to the appropriate account in the Park & Recreation current year budget.
5. The Opelika Park & Recreations Director will insure that these funds are made available to the appropriate person(s) and spent as designated above by the Opelika City Council.

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

RESOLUTION NO. 157-19

Access and use agreement with Point Broadband - IT Dept.

RESOLUTION NO. _____

RESOLUTION APPROVING ASSET AND USE AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND POINT BROADBAND OF OPELIKA, LLC

WHEREAS, the City of Opelika, Alabama (the "City') and Point Broadband, LLC ("Point Broadband"), entered into that certain Asset Purchase Agreement dated October 16, 2018, pursuant to which the City agreed to sell and assign to Point Broadband and Point Broadband agreed to purchase and assume from the City, substantially all of the assets used in OPS's telecommunications and advanced fiber-optic broadband division; and

WHEREAS, to ensure an orderly transition of business to Point Broadband the parties also entered into a Transition Services Agreement pursuant to which the City agreed to provide Point Broadband with certain services on a transitional basis; and

WHEREAS, the Transition Services Agreement expired on May 8, 2019; and

WHEREAS, the City has agreed to provide to Point Broadband on a temporary basis access and use of the Crescent Link server and application limited to OS support and GIS support only; and

WHEREAS, the City Council has been furnished an Access and Use Agreement between the City and Point Broadband of Opelika, LLC and the City Council has determined that the terms of said Agreement are acceptable to the City.

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

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

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

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 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

THE CITY OF OPELIKA, ALABAMA,
A municipal corporation

By:_____
ITS MAYOR

ATTEST:

_____
CITY CLERK

POINT BROADBAND OF
OPELIKA, LLC,
A Delaware corporation

By:_____
GENERAL MANAGER

Attachment: Access and Use Agreement (157-19 : Access and Use Agreement - Point Broadband)

ACCESS AND USE AGREEMENT

This **ACCESS AND USE AGREEMENT** ("Agreement"), dated as of May ___, 2019 is entered into between **THE CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City") and **POINT BROADBAND OF OPELIKA, LLC**, a Delaware limited liability company (the "Company").

In consideration of the mutual covenants and agreements of the parties, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto agree as follows:

1. Server Hosting. The City shall provide the Company access to and use of the Crescent Link server and application limited to OS support and GIS support only. The City will provide no technical support for the Crescent Link application. The Company will be responsible for dealing with Crescent Link if assistance is needed with the application.

2. Safeguarding Server and Application. The Company agrees the use and access to the Crescent Link server and application shall be performed with that degree of skill, care and judgment customarily accepted as sound, quality and professional practice. The Company agrees to comply with all security rules, regulations and policies implemented by the City.

3. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall remain in full force and effect for a term of six (6) months beginning May 8, 2019 to and including November 8, 2019. Either party may terminate, with or without cause, by giving the other party thirty (30) days written notice to terminate. This Agreement may also be terminated at any time upon written mutual consent of both parties.

4. Compensation. As compensation for access and use of the Crescent Link server and application, the Company shall pay to the City a fee of $120 per month, payable on or before the last day of each month, beginning May 31, 2019.

Attachment: Access and Use Agreement 051019 (157-19 : Access and Use Agreement - Point Broadband)

5. No Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the written consent of both parties hereto.

6. Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

7. Remedies. Each party shall be entitled to all remedies at law or in equity in enforcing a default or breach under this Agreement.

8. Independent Contractor. The parties to this Agreement are independent contractors and there is no relationship of agency, partnership, joint venture or employment between the parties. Neither party has the authority to bind the other or to incur any obligation on the other's behalf.

9. Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10. Entire Agreement. This Agreement sets forth the entire agreement between the parties on this subject matter and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. No amendment or modification of this Agreement shall be made unless agreed to in writing and signed by both parties.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

Attachment: Access and Use Agreement 051019 (157-19 : Access and Use Agreement - Point Broadband)

THE CITY OF OPELIKA, ALABAMA,
A municipal corporation

By:_____
ITS MAYOR

ATTEST:

_____
CITY CLERK

POINT BROADBAND OF
OPELIKA, LLC,
A Delaware corporation

By:_____

Attachment: Access and Use Agreement 051019 (157-19 : Access and Use Agreement - Point Broadband)

RESOLUTION NO. 158-19

Agreement for engineering services with CDG for Pepperell Pkwy MPO - Eng.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR ENGINEERING SERVICES BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND CDG ENGINEERING & ASSOCIATES, INC.

WHEREAS, the City of Opelika, Alabama (hereinafter called the "City") desires to mill, overlay and improve Pepperell Parkway from Lowndes Street to approximately 500-feet west of Westend Court (the "Project"); and

WHEREAS, pursuant to Resolution No. 315-18, the City and the State of Alabama, acting by and through The Alabama Department of Transportation ("ALDOT"), entered into an Agreement relating to an Opelika/Auburn Metropolitan Planning Organization (MPO) project with partial funding by the Federal Highway Administration for said intersection improvements; and

WHEREAS, professional engineering services are needed for the Project; and

WHEREAS, CDG Engineering & Associates, Inc., ("CDG") is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide preliminary engineering services for the Project; and

WHEREAS, CDG has been approved by ALDOT to provide said preliminary engineering services; and

WHEREAS, a proposed AGREEMENT FOR ENGINEERING SERVICES (the

"Agreement") by and between the City and CDG 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; and

WHEREAS, the estimated cost for participation by the various parties is as follows:

Preliminary Engineering

Funding Source	Estimated Cost
Federal Funds	$ 201,600
City Funds	$ 88,056
Total approved funds	$ 289,656

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

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

2. That the Mayor is further authorized to execute and deliver the Agreement in the name and on behalf of the City and such other agreements, contracts, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate to carry into effect the intent of the provisions of this Resolution.

3. That the compensation be paid to CDG Engineering & Associates, Inc. under and pursuant to the Agreement shall come from the Unassigned Fund Balance and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution. The City will forward invoices for said engineering services to ALDOT for reimbursement.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to CDG Engineering & Associates, Inc. for the provision of engineering services as outlined to the Agreement attached hereto.

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

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of Opelika, hereinafter referred to as the OWNER, and CDG Engineers & Associates, Inc., hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the resurfacing and additional improvements of Pepperell Parkway from Lowndes Street to Approximately 500 Feet West of Westend Court, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

The ENGINEER shall provide the OWNER the following basic professional engineering services and consultation:

<u>The Design Phase</u>

1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.

1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.

1.3 The ENGINEER will perform the necessary topographical and design survey and accomplish the detailed design for the proposed improvements in accordance with the scope outlined in the attached Exhibit A.

ARTICLE 2. Additional Services.

If authorized in writing by OWNER and accepted by ENGINEER through written amendment hereto, ENGINEER shall furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in Article 4 of the Agreement.

2.1 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project;

preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

2.4 Providing renderings or models not defined as part of construction plans for OWNER's use.

2.5 Subsurface exploration and geotechnical engineering evaluations, including soil test borings or other methods to obtain subsurface information, laboratory testing to evaluate site-specific soil and rock characteristics, and engineering analysis and recommendations associated with the proposed improvements.

2.6 Physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER, including but not limited to that testing included in the OWNER's Project budget.

2.7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.8 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

2.9 Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2.10 Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

2.11 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or

other dispute resolution process related to the Project.

2.12 Prepare property deeds, temporary easements, construction easements, Right-of-Way documents, and assist in acquisition of such documents deemed necessary in the scope of each project.

2.13 Other services performed or furnished by ENGINEER not otherwise provided for and/or listed as excluded services under Exhibit A of this Agreement.

ARTICLE 3. Responsibilities of the OWNER.

The OWNER shall provide for the ENGINEER the following information and shall do the following:

3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.

3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

3.3 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.

3.4 The OWNER shall be responsible for obtaining Right-of-Way (R.O.W.) acquisitions and/or Easements necessary to carry out construction tasks detailed within the project plans and specifications. The ENGINEER will assist with acquisitions at the OWNER's request. The ENGINEER will be compensated at an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times the rate shown in the ENGINEER's most current Standard Fee Schedule for each applicable billing class.

3.5 The OWNER shall designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.

3.6 The OWNER shall provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations

under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.7 The OWNER agrees to pay all costs of physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER, including but not limited to that testing provided for and reflected in the OWNER's Project budget.

ARTICLE 4. Compensation.

4.1 The OWNER agrees to pay to the ENGINEER, in cash, total compensation of **Two Hundred Eighty-Nine Thousand, Six Hundred Fifty-Six and 00/100 Dollars ($289,656.00)** to be paid periodically as work progresses on the Design Phases.

4.2 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

4.3 OMITTED.

4.4 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the ENGINEER's most current Standard Fee Schedule.

4.5 OWNER shall reimburse ENGINEER for all costs incurred for the physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER, including but not limited to that testing included in the OWNER's Project budget.

4.6 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of 1.5 times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of 1.15.

4.7 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. OWNER shall pay all costs and fees, including but not limited to attorney's fees,

incurred by ENGINEER in the collection of any sums due for services rendered and related service expenses.

ARTICLE 5. Relationship of the Parties.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorney's fees, resulting from or based upon ENGINEER's actions as OWNER's representative.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents.

6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity.

7.1 The ENGINEER will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the

Attachment: Exhibit A--Engineering Services Agreement_Pepperell Parkway (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

7.5 The OWNER shall make no claim for professional negligence, either directly or by way of a cross complaint against the ENGINEER unless the OWNER has first provided the ENGINEER with a written certification executed by an independent consultant currently practicing in the same discipline as the ENGINEER and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 8. Termination.

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration.

9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict

Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Andalusia, Alabama.

ARTICLE 10. Miscellaneous.

10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

10.4 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:	City of Opelika	ENGINEER:	CDG Engineers & Associates, Inc.
By:		By:	
Title:		Title:	
Date:		Date:	

OWNER's Designated Representative:		ENGINEER's Designated Representative:	
			Mr. Matt Hawes, PE
Title:		Title:	Transportation Practice Leader
Phone:		Phone:	256-891-3458
Fax:		Fax:	256-891-3459
Email:		Email:	matt.hawes@cdge.com

Attachment: Exhibit A--Engineering Services Agreement_Pepperell Parkway (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$14,946
Field Surveys	$26,912
Preliminary Roadway Plans	$0
Preliminary Bridge Plans	$0
Right-of-Way Map, Tract Sketches and Deeds	$9,475
Roadway Plans	$238,323
Bridge Plans	$0
GRAND TOTAL FEE	**$289,656**

Combined overhead rate (%) >>>>>>>>>>>>>>> 191.23

Facilities Capital Cost of Money (if used) >>>>>> 0.22

LABOR RATES

Classification	Daily Rate
Project Manager	$422.06
Engineer	$317.28
Environmental	$0.00
Engineering Technician/CADD	$192.00
Environmental Technician	$0.00
Clerical	$165.12
PLS	$352.00
Survey Crew	$350.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

Date

Position/Title

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project No. STPOA-4118()
County Lee
Description Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work Grade, Drain, Base, Pave and Signal
Project Length 1.61 Miles

Consultant CDG Engineers & Associates, Inc.

CORRIDOR STUDY	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation					
A-1 Obtain & Study State Supplied Maps	0.25	0.50	0.00	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.50	0.00	0.00	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.50	0.50	0.00	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.50	0.50	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	1.25	0.50	0.00	0.00	0.00
Effort is based on a Programmatic Categorical Exclusion (PCE II <1.0 acres) Document	0.00	0.00	0.00	0.00	0.00
Only one (1) alternate is being considered	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task A Totals	**2.50**	**2.50**	**0.00**	**0.00**	**0.00**
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	0.00	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	0.00	0.00	0.00	0.00	0.00
B-5 Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	0.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00
Not in Contract	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task B Totals	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00
Not In Contract	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task C Totals	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
TOTALS	**2.50**	**2.50**	**0.00**	**0.00**	**0.00**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Fee Proposal (Corridor Study)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.25	$ 422.06	$	105.52
Engineer	2.50	$ 317.28	$	793.20
Engineering Technician/CADD	2.50	$ 192.00	$	480.00
Environmental	0.00	$ -	$	-
Environmental Technician	0.00	$ -	$	-
Clerical	0.00	$ 165.12	$	-
	Total Direct Labor		$	1,378.72
Combined Overhead (%)	191.23		$	2,636.53
Out-of-Pocket Expenses**			$	-
		Sub-Total	**$**	**4,015.25**
Operating Margin (10%)			$	401.53
		Sub-Total	**$**	**4,416.78**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
Spectrum - Wetland Deliniation & Cultural			$	10,025.00
Resources Assessment			$	-
			$	-
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	501.25
		Sub-Total	**$**	**14,943.03**
Facilities Capital Cost of Money (% of Direct Labor)	0.22		$	3.03
		TOTAL FEE	**$**	**14,946.06**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	**Trips**	**Miles/Trip**	**$/Mile**	**Total**
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
		Total Mileage Cost		**$ -**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
		Total Subsistence Cost		**$ -**
		Total Travel Cost		**$ -**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
	$ -

Total Out-of-pocket Expenses	**$ -**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project No. STPOA-4118()
County Lee

Description Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work Grade, Drain, Base, Pave and Signal
Project Length 1.61 Miles

Consultant CDG Engineers & Associates, Inc.

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 2 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.00	0.63	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.00	4.00	0.00	0.00
A-4 Conduct On-site Inspection	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	**0.00**	**4.63**	**0.00**	**0.00**
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	1.25	5.00	3.75	0.50
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	**1.25**	**5.00**	**3.75**	**0.50**
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	1.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	**0.00**	**1.00**	**0.00**	**0.00**
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.00	2.00	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	1.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	3.75	0.00
D-4 Obtain Copies of Latest Deeds	0.00	0.00	2.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.00	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	**0.00**	**3.00**	**5.75**	**0.00**
TOTALS	**1.25**	**13.63**	**9.50**	**0.50**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Fee Proposal (Field Survey)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.13	$ 422.06	$ 54.87
PLS	1.25	$ 352.00	$ 440.00
Survey Crew (see man-day sheet)	13.63	$ 350.00	$ 4,770.50
Engineering Technician/CADD	9.50	$ 192.00	$ 1,824.00
Clerical	0.50	$ 165.12	$ 82.56
	Total Direct Labor		$ 7,171.93
Combined Overhead (%)	191.23		$ 13,714.88
Out-of-Pocket Expenses**			$ 3,564.00
		Sub-Total	**$ 24,450.81**
Operating Margin (10%)			$ 2,445.08
		Sub-Total	**$ 26,895.89**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 26,895.89**
Facilities Capital Cost of Money (% of Direct Labor)	0.22		$ 15.78
		TOTAL FEE	**$ 26,911.67**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	**Trips**	**Miles/Trip**	**$/Mile**	**Total**
To Site	2	400	$0.580	$ 464.00
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
		Total Mileage Cost		**$ 464.00**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	10	2	$35.00	$ 700.00
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	10	2	$120.00	$ 2,400.00
				$ -
		Total Subsistence Cost		**$ 3,100.00**
		Total Travel Cost		**$ 3,564.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
	$ -

Total Out-of-pocket Expenses	**$ 3,564.00**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Supporting Documentation for ROW Fee Proposal

Date of Research	Parcel Tax ID #	# of Tracts
07.19.2018	43 09 05 15 4 000 032.000	1
07.19.2018	43 09 05 15 4 000 037.000	1
12.18.2018	43 09 05 15 4 000 031.000	1
12.18.2018	43 09 05 15 4 000 001.000	1
12.18.2018	43 09 06 14 1 000 029.000	1
12.18.2018	43 09 06 14 1 000 016.000	1
12.18.2018	43 09 06 14 1 000 015.006	1
12.18.2018	43 09 06 14 1 000 015.003	1
12.18.2018	43 09 06 13 2 000 007.000	1
12.18.2018	43 09 06 13 2 000 054.000	1
12.18.2018	43 09 06 13 2 000 054.001	1
	Total Tracts:	11

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project No. STPOA-4118()
County Lee
Description Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work Grade, Drain, Base, Pave and Signal
Project Length 1.61 Miles

Consultant CDG Engineers & Associates, Inc.

ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
Estimated number of tracts= **11**			
Task A: Right-of-Way Map	0.75	0.75	0.00
Task B: Tract Sketches	2.00	5.00	0.00
Task C: Deeds	1.00	2.00	0.25
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	**3.75**	**7.75**	**0.25**

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Form Revised 7-30-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Fee Proposal (ROW Map, Tract Sketches & Deeds)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng.)	0.38	$ 422.06	$	160.38
Engineer	3.75	$ 317.28	$	1,189.80
Engineering Technician/CADD	7.75	$ 192.00	$	1,488.00
Clerical	0.25	$ 165.12	$	41.28
	Total Direct Labor		$	2,879.46
Combined Overhead (%)	191.23		$	5,506.39
Out-of-Pocket Expenses**			$	221.75
		Sub-Total	**$**	**8,607.60**
Operating Margin (10%)			$	860.76
		Sub-Total	**$**	**9,468.36**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	-
		Sub-Total	**$**	**9,468.36**
Facilities Capital Cost of Money (% of Direct Labor)	0.22		$	6.33
		TOTAL FEE	**$**	**9,474.69**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)

TRAVEL COST

Mileage Cost	**Trips**	**Miles/Trip**	**$/Mile**	**Total**
Deed Research	1	300	$0.535	$ 160.50
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
			Total Mileage Cost	**$ 160.50**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	1	1	$11.25	$ 11.25
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ 11.25**
			Total Travel Cost	**$ 171.75**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
Preliminary ROW Map Submittal	2	1	2	$ 1.50	$ 3.00
Preliminary Tract Sketches and Deeds	11	4	44	$ 0.50	$ 22.00
Final ROW Map	2	1	2	$ 1.50	$ 3.00
Final Tract Sketches and Deeds	11	4	44	$ 0.50	$ 22.00
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ 50.00**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
	$ -

Total Out-of-pocket Expenses	**$ 221.75**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project Number STPOA-4118() **CPMS #** 100068459
County Lee

Description Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of work Grade, Drain, Base, Pave and Signal
Length 1.61 miles

Consultant CDG Engineers & Associates, Inc.

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	2.00	0.25	0.50	0.50	1.00
INDEX SHEET	4.00	0.25	1.00	0.37	1.48
GEOMETRIC LAYOUT/SURVEY CONTROL	6.00	0.17	1.02	0.33	1.98
PROJECT NOTE SHEET (Project)	2.00	0.25	0.50	0.25	0.50
PROJECT NOTE SHEET (TCP)	2.00	0.25	0.50	0.25	0.50
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	4.00	0.00	0.00	0.10	0.40
TYPICAL SECTIONS					
Main Roadway	4.00	0.38	1.52	0.38	1.52
Cross Roads	1.00	0.25	0.25	0.50	0.50
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	4.00	0.25	1.00	0.38	1.52
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	0.50	0.50	0.50	0.50
Culvert Extension, New Culvert	0.50	0.50	0.25	0.50	0.25
Bridge Culvert Extension, New Bridge Culvert	0.25	0.50	0.13	0.50	0.13
Guardrail/End Anchors	0.50	0.25	0.13	0.50	0.25
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	1.00	0.25	0.25	0.50	0.50
Base & Pavement	1.00	0.50	0.50	0.50	0.50
Bridge	0.25	0.50	0.13	0.50	0.13
Striping & Pavement Markings	1.00	0.25	0.25	0.50	0.50
Curb & Gutter	1.00	0.25	0.25	0.50	0.50
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	1.00	0.25	0.25	0.50	0.50
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	1.00	0.25	0.25	0.50	0.50
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

ROADWAY PLANS **SHEET TITLE**	NO OF SHEETS	**ESTIMATED MAN-DAYS**			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Misc. Boxes	1.00	0.25	0.25	0.50	0.50
Erosion Control	1.00	0.25	0.25	0.50	0.50
Removal Items	1.00	0.25	0.25	0.50	0.50
Utility Relocation	0.50	0.25	0.13	0.50	0.25
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	7.00	0.80	5.60	1.20	8.40
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PAVING LAYOUT (includes striping)					
Main Roadway	4.00	0.75	3.00	0.75	3.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	1.00	1.00	0.50	0.50
Summary & Items	1.00	0.50	0.50	0.50	0.50
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	6.00	0.50	3.00	0.80	4.80
Special Drawings	10.00	0.10	1.00	0.10	1.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

ROADWAY PLANS **SHEET TITLE**	NO OF SHEETS	**ESTIMATED MAN-DAYS**			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS					
Utility Locations (plan/profile)	4.00	0.25	1.00	0.50	2.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	6.00	1.00	6.00	2.00	12.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	3.00	0.25	0.75	0.50	1.50
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	2.00	0.25	0.50	0.25	0.50
Phased Sheets (Phase I)	3.00	0.25	0.75	0.25	0.75
Phased Sheets (Phase II)	3.00	0.25	0.75	0.25	0.75
Phased Sheets (Phase III)	3.00	0.25	0.75	0.25	0.75
CBMPP & NOI	1.00	2.00	2.00	0.75	0.75
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	31.00	0.13	4.03	0.22	6.82
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	2.00	0.25	0.50	0.50	1.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			1.50		1.50
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			4.00		4.00
Construction Bureau			1.00		1.00
Office Engineer			0.50		0.50
Cost Estimates			1.50		1.50
Design Hearing			0.00		0.00
SUB-TOTAL	128.00		49.69		68.93
10% Supervision			4.97		
TOTALS	**128.00**		**49.69**		**68.93**

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Mill and Overlay of Pepperell Parkway from Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Fee Proposal (Roadway Plans)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng.)	4.97	$ 422.06	$	2,097.64
Engineer	49.69	$ 317.28	$	15,765.64
Engineering Technician/CADD	68.93	$ 192.00	$	13,234.56
Clerical	1.50	$ 165.12	$	247.68
	Total Direct Labor		$	31,345.52
Combined Overhead (%)	191.23		$	59,942.04
Out-of-Pocket Expenses**			$	2,593.50
		Sub-Total	**$**	**93,881.06**
Operating Margin (10%)			$	9,388.11
		Sub-Total	**$**	**103,269.17**
GEOTECHNICAL SERVICES (Performed-in-House) (Fee Breakdown Attached)				
			$	68,939.41
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
Skipper Consulting, Inc. (Intersection Upgrades)			$	46,400.00
Sastry and Associates, Inc. (Ped Bridge Design)			$	16,500.00
Subconsultant Administration Expense (5%)			$	3,145.00
		Sub-Total	**$**	**238,253.58**
Facilities Capital Cost of Money (% of Direct Labor)	0.22		$	68.96
		TOTAL FEE	**$**	**238,322.54**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

5/10/2019 **Alabama Department of Transportation** 9:29 AM

Project No.	STPOA-4118()
County	Lee
Description	Lowndes Street to Approximately 500 ft West of Westend Court
Scope of Work	Grade, Drain, Base, Pave and Signal
Project Length	1.61 Miles
Consultant	CDG Engineers & Associates, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	**Trips**	**Miles/Trip**	**$/Mile**	**Total**
Scoping Meeting	1	300	$0.535	$ 160.50
PSE Review	1	600	$0.535	$ 321.00
Site Visits	3	300	$0.535	$ 481.50
	0	0	$0.535	$ -
			Total Mileage Cost	**$ 963.00**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	5	2	$11.25	$ 112.50
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ 112.50**
			Total Travel Cost	**$ 1,075.50**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
30% Submittal	6	44	264	$ 0.50	$ 132.00
PSE Submittal	12	126	1512	$ 0.50	$ 756.00
Construction Bureau Submittal	6	126	756	$ 0.50	$ 378.00
Office Engineer Submittal	4	126	504	$ 0.50	$ 252.00
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ 1,518.00**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
	$ -

Total Out-of-pocket Expenses	**$ 2,593.50**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Budget Detail for Materials and Signal Pole Foundation Report
Mill and Overlay of Pepperell Pkwy. from Lowndes St. to Westend Court
Dated: 1/7/2019
Opelika, Lee County, Alabama

Item	Unit	Quantity	Rate	Item Cost
Subsurface Exploration and Field Engineering				
Mobilization/Demobilization	Mile	608	$4.48	$2,723.84
Soil Borings (0-100 feet)	LF	450	$13.55	$6,097.50
Bulldozer Work	Hour	0	cost + 5%	$2,500.00
Asphalt Coring (4" Dia./Inch Depth)	Each	192	$7.70	$1,478.40
Undisturbed Thin-Walled Tube Sampling	Each	2	$61.80	$123.60
Installation of 2" Dia. PVC Piezometer	LF	80	$22.52	$1,801.60
Surveying (2 Man Crew)	Hour	12	$161.24	$1,934.88
Staff Technician 3	Hour	56	$62.39	$3,493.84
Staff Technician 4	Hour	38	$72.14	$2,741.32
Staff Professional 2	Hour	24	$106.07	$2,545.68
Staff Professional 3	Hour	16	$127.69	$2,043.04
Staff Professional 5	Hour	6	$199.67	$1,198.02
Mileage	Mile	1592	$0.545	$867.64
Per Diem (6 to 12 hours)	Each	6	$11.25	$67.50
Per Diem (overnight)	Each	27	$75.00	$2,025.00
			Total for Task:	**$31,641.86**

Laboratory Testing, Interpretation and Reporting				
Mileage	Mile	300	$0.545	$163.50
Sieve Analysis	Each	12	$75.78	$909.36
Atterberg Limits	Each	12	$82.09	$985.08
Topsoil Test	Each	2	cost + 5%	$550.00
Moisture Content	Each	60	$15.79	$947.40
pH (Soil)	Each	1	cost + 5%	$13.25
Sulfate (Soil)	Each	1	cost + 5%	$23.50
Resistivity (Soil)	Each	1	cost + 5%	$128.75
Chloride (Soil)	Each	1	cost + 5%	$23.50
Laboratory Resilient Modulus (M_R)	Each	1	cost + 5%	$485.00
Standard Proctor	Each	1	$126.30	$126.30
Staff Professional 2	Hour	8	$106.07	$848.56
Staff Professional 5	Hour	2	$199.67	$399.34
Staff Technician 2	Hour	8	$57.65	$461.20
			Total for Task:	**$6,064.74**

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Budget Detail for Materials and Signal Pole Foundation Report
Mill and Overlay of Pepperell Pkwy. from Lowndes St. to Westend Court
Dated: 1/7/2019
Opelika, Lee County, Alabama

Item	Unit	Quantity	Rate	Item Cost
Drafting, Engineering Analysis and Report Preparation				
Staff Professional 1	Hour	40	$84.73	$3,389.20
Staff Professional 2	Hour	80	$106.07	$8,485.60
Staff Professional 3	Hour	30	$127.69	$3,830.70
Staff Professional 4	Hour	30	$170.69	$5,120.70
Staff Professional 6	Hour	12	$227.98	$2,735.76
Staff Technician 3	Hour	24	$62.39	$1,497.36
Reproduction of Report	Page	1000	$0.30	$300.00
Full Size (22x34) Copies of Test Boring Records	Page	12	$3.00	$36.00
			Total for Task:	**$25,395.32**
Report Revisions Following Review				
Staff Professional 2	Hour	24	$106.07	$2,545.68
Staff Professional 3	Hour	12	$127.69	$1,532.28
Staff Professional 5	Hour	6	$199.67	$1,198.02
Staff Technician 3	Hour	9	$62.39	$561.51
			Total for Task:	**$5,837.49**
			Total Budget Estimate:	**$68,939.41**

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

From: Aruna Sastry <sast9375@gmail.com>
Sent: Wednesday, December 19, 2018 1:20 PM
To: Wesley Sanders <Wesley.Sanders@cdge.com>
Cc: Matt Hawes <Matt.Hawes@cdge.com>; Usha Prabhakaran <usprab16@gmail.com>; Alex Pascual <alexpascual3@gmail.com>
Subject: Re: Pepperell Parkway Proposal

Dear Wesley,

We are pleased to submit the fee proposal for preparing the pedestrian bridge plans for Pepperell Parkway Ped Bridge - Opelika, AL (607865).

This bridge will be designed per ALDOT current LRFD specifications.
The proposed bridge is expected to be 6 ft. wide, 70 to 90 ft. long with prefabricated steel structure on concrete abutments with concrete wing walls.

Following is our understanding of the design scope:

1. Design and CAD drafting of Abutments and wing walls for single span structure
2. Review of fabricated steel shop drawings
3. Site visit to verify existing conditions
4. Submittal/response to ALDOT plan review

We can meet the schedule of 6 to 8 weeks from the date of NTP.

We would like to propose a Lump Sum fees of $16,500.00

Construction support services if requested, will be performed on an hourly basis.

Please let us know if you have any questions.

Thanks.

Aruna Sastry
Aruna Sastry, P.E.
Sastry and Assoc.
11030 Jones Bridge road
Suite 201
Alpharetta, Georgia 30022
678-366-9375(off)
404-932-0373(cell)
fax 678-366-9375
sast9375@gmail.com
www.sastryandassoc.com

SPECTRUM
Solutions to Your Environmental Challenges

May 9, 2019

CDG Engineers & Associates, Inc.
6767 Old Madison Pike
Suite 240
Huntsville, AL 35806

Attention: Adam Crenshaw – Project Manager

Subject: Proposal for Professional Environmental Services
1. WOTUS Evaluation;
2. PJD Request and Site Meeting;
3. Cultural Resources Assessment; and
4. General Project Meetings, etc.

Pepperell Parkway Phase 1 - Opelika, Alabama
Spectrum Proposal No. 19-12392

Via email to: adam.crenshaw@cdge.com

Dear Adam,

Spectrum Environmental, Inc. (Spectrum) appreciates the opportunity to prepare this proposal to provide wetland/waters of the United States (WOTUS) delineation and to provide Cultural Resources evaluation for the referenced property. This proposal has been prepared based on information provided to Spectrum by you and includes a summary of the work to be conducted. Work will be conducted within a boundary defined as 50' outside of the existing ROW across the entirety of the proposed work area.

Task 1: WOTUS Delineation and Reporting

Based on our discussions and its potential effect on permitting strategy, Spectrum is recommending that a field delineation be conducted to evaluate, score, and characterize WOTUS which will include streams and/or wetlands which might exist on the referenced property. To do this, we are proposing the following Scope of Work.

For this task, Spectrum will provide the following scope of work:

1. Spectrum will provide experienced personnel to conduct a reconnaissance of the site for Wetlands/Waters of the U.S. This delineation will be conducted in conformance with current Corps procedures including the Corps published 3-point method: Hydrology; Vegetation; and Hydric Soils; the Corps – Mobile District 2010 Regional Supplement, the NC Stream Classification Manual, and the "Rapanos guidance" dated December 3, 2008.
2. Delineated areas will be flagged for surveying and site data will be gathered for the completion of Corps required Wetland Data Forms, Stream Scoring Sheets and PCN related documents;

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

3. Spectrum will GPS the flagging in the field to prepare an initial delineation map (Note: GPS coordinates will only be recorded if field conditions allow for the acquisition of satellite feeds);
4. Spectrum will prepare a brief letter report along with a map of the delineation efforts to CDG; and
5. Spectrum will provide CDG with *.SHP files for their use.

Task Schedule

Spectrum will verbally present the findings of the work performed above within one day of completing field work. Spectrum will provide a final letter report within five working days of field work completion.

Task 2: Request for Preliminary Jurisdictional Determination (PJD) and Site Meeting

Spectrum will prepare the necessary PJD submittal package and provide this to the Corps for scheduling an on-site meeting and delineation verification.

Task Schedule

It is our experience that we can have the PJD package ready to submit within three business days and that the Corps will generally schedule the joint site meeting within 30 days of receipt.

Task 3 Phase 1 Cultural Resources Evaluation

Spectrum is providing two options for this evaluation.

Option 1 - The first is a desk top evaluation that includes a review of published cultural resources work on or within a one mile radius of the subject site.

Option 2 – This option is conducting a Phase 1 Cultural Resources Survey within the Area of Potential Effect boundary shown on the maps provided to Spectrum

Task Schedule

Option 1 can be completed during the time frame of the WOTUS evaluation. Option 2 would require 20 working days from the date of authorization.

Task 4: General Project Coordination, Management, Meetings, and Conferences

Spectrum understands that we may be needed to be involved in general project meetings, conferences and coordination efforts. We will provide these services as needed and as requested by CDG.

Project Cost

Task 1: Waters of the U.S. Evaluation, Mapping, & Report	***$5,695.00****
Task 2: PJD preparation, submittal and join site meeting	***$1,980.00***
Task 3: Cultural Resources Evaluation	
Option 1	***$1,150.00***
Option 2	
Task 4: General Project Meetings	***$1,200.00***

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Project Authorization

To provide Spectrum with written authorization for this project, please initial each page of the proposal and sign the **Proposal Acceptance Acknowledgement** form. Retain one copy for your files and return the other copy to Spectrum. Please note that the terms and conditions are an integral part of this proposal.

We appreciate the opportunity to submit this proposal for review and consideration. Should you have any questions or comments, please call the undersigned at (205) 517-0089.

Sincerely,
Spectrum Environmental, Inc.

Stephen P. Castleman, ALPG#338
President

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

Proposal Acceptance Acknowledgement

Project Information	
Project Name Pepperell Parkway Phase 1	
Project Location Opelika, Lee County, Alabama	
General Scope of Services Environmental Services	
Spectrum Proposal Number 19-12392	**Proposal Date** May 9, 2019

Client Information		
Client/Company Name CDG Engineers & Associates, Inc.		
Street Address 6767 Old Madison Pike – Suite 240		
City Huntsville	**State** AL	**Zip** 35806
Client Contact Person/Project Manager Adam Crenshaw	**Telephone Number** 256-539-7470	
Fax Number 256-539-7473	**Email Address/Web Address** adam.crenshaw@cdge.com	

Special Instructions

Proposal Acceptance by Client's Authorized Representative

The Terms and Conditions of this Proposal, including those on this page and those attached hereto are Accepted this _____ day of _____, 20_____.

_____
Print or Type Client's Name (Individual, Firm or Corporate Body Name)

_____
Signature of Client's Authorized Representative

_____
Print or Type Name and Title of Client's Authorized Representative

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. Spectrum Environmental, Inc. ("Spectrum") and/or its subsidiaries, affiliates, branches or divisions, agrees to provide Client for its sole benefit and exclusive use the services set forth in our Proposal.

DEFINITIONS. When used herein, the terms "we", "us", or "our" refer to Spectrum and the terms "you, "your", "he", "his", "it" and "its" refer to Client.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to Spectrum, its agents, staff, consultants, and subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that it possesses all necessary permits and licenses required for the continuation of its activities at the site.

BILLING AND PAYMENT. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses based on work performed as of the fifteenth and the last day of each month. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days from date of invoice, the amount due shall bear a service charge of 1 1/2 percent per month or 18 percent per year and the cost of collection, including reasonable attorney's fees, if collected by law or through an attorney. If 1 1/2 percent per month exceeds the maximum allowed by law, the charge automatically will be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Spectrum, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Spectrum, or any right of set-off provided by law. No deduction shall be made from Spectrum's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

DAMAGE SITE. Spectrum will not be liable for any property damage or bodily injury arising from damage to or interference with any portion of the building, surface, or subterranean structures, which are not called to our attention in writing and correctly shown on the plans, furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration, industrial service, and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alternations or damage.

STANDARD OF CARE AND WARRANTY. To the extent the proposal calls for consultation, training, assessment or industrial services such services provided by us will be performed in accordance with generally accepted industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

PUBLIC LIABILITY. Spectrum maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance with limits of $1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings a suit or claim for damages against us alleging exposure to or damage from material, elements or constituents at or from Client's facility before, during, or after the services of the Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property, or other property damage, then: Client agrees to defend us in any such suit or claim and pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expense Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle, with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed $1,000,000.

SAMPLING HANDLING AND RETENTION. Generally, test samples or specimens are consumed or substantially altered during the conducting of tests and Spectrum, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

A. Non-Hazardous Samples. At Client's written request, we will maintain preservable test samples and specimens of the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens of samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

B. Hazardous or Potentially Hazardous Samples. In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances, we will, after completion of testing and at Client's expense (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a broker and at no time assume title to said waste.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Spectrum from and against any and all claims and liabilities resulting from:

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

(a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
(b) Client's undertaking or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
(c) Allegations that Spectrum is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing our services will be decontaminated prior to the completion of the project. All decontamination shall be done at the client's facility. Waste derived from decontamination will become the property of the client. Any laboratory or field equipment, which cannot be reasonably decontaminated, shall become the property and responsibility of Client. All such equipment shall be disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.

UNFORESEEN OCCURRENCES. If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Spectrum may:
(a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
(b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
(c) Terminate the services effective on the date specified by us in writing.

CLAIMS. In the event that either party hereto makes claim against the other party at law or otherwise, which is not to be resolved by Arbitration as provided herein the non-prevailing party shall pay all costs incurred by the other party in regard to the claim, including, without limitation, personnel-related costs, and other claim-related expense, including without limitation, costs, fees and expenses of experts.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Spectrum

FIELD REPRESENTATIVE. The presence of our field personnel either full or part-time will be for the purpose of providing observation and field-testing of specific aspects of the project. Should a contractor not otherwise engaged by

Spectrum be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

DISPUTE RESOLUTION. Any dispute (excluding the collection of any outstanding invoice which was not objected to by client within the fourteen day period described above) arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Either party may initiate arbitration by providing to JAMS written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorney's fees). The arbitration will be held in Birmingham, Alabama. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including, but not limited to attorney's fees).

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties thereto.

SURVIVAL. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereon shall remain in full force and effect binding upon the parties hereto.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama.

Attachment: Pepperell Prkwy Man Day Fee Proposal_Complete Document (158-19 : Engineering Propoal for Pepperell Pkwy MPO for CDG)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, (hereinafter "Agreement"), is made by and between **CDG Engineers & Associates, Inc.** ("Client"), doing business at 1840 East Three Notch Street, Andalusia, Alabama 36421 and, **Skipper Consulting, Inc.** ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

1. SCOPE AND PARAMETERS OF SERVICE: The parties hereto agree as follows: Client requires professional traffic engineering services to undertake traffic analysis and traffic signal design services for signals on Opelika Road in Opelika, Alabama. The Consultant shall be authorized to start work on the services outlined in this Agreement upon execution of this Agreement. The Client and Consultant agree this Agreement, together with Exhibit A referred to herein; constitute the entire Agreement between them relating to services to be provided hereunder.

2. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED IN THIS AGREEMENT AS IF SET FORTH VERBATIM HEREIN.

3. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

4. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. will, on behalf of CDG Engineers & Associates, Inc., undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

Task	Fee
Phase I:	
Traffic Signal Design Services (2 intersections)	$ 17,000.00
Traffic Counts (systems timing)	$ 3,200.00
Traffic Signal Coordination Timings and Implementation	$ 3,000.00
Phase 1 Total:	**$ 23,200.00**
Phase 2:	
Traffic Signal Design Service (2 intersections)	$ 17,000.00
Traffic Counts (systems timing)	$ 3,200.00
Traffic Signal Coordination Timings and Implementation	$ 3,000.00
Phase 2 Total:	**$ 23,200.00**
Project Total	**$ 46,400.00**

The CLIENT will be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this Agreement.

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If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

5. STANDARD TERMS AND CONDITIONS: Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an independent contractor, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the Consultant. Neither this Agreement nor any services performed pursuant to this Agreement shall be deemed to create an employment relationship between Consultant and Client. Client shall be separately and exclusively responsible for the acts and omissions of its employees. Furthermore, no employee, agent, officer or representative of the Consultant shall have individual liability or responsibility to the Client, and the Consultant shall in no way be liable to any third party who may claim to rely on the Consultant's services provided hereunder to the Client.

The Client shall, without limitation, have final right of review and approval of all plans and specifications that shall be the essence of this Agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This Agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this Agreement due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due, and the Consultant shall be paid for all costs and reasonable attorney fees in collection thereof.

The Consultant agrees to furnish consulting services only as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party by an authorized representative of each party.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

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The Consultant shall not be liable to the client for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where the causes of such failure shall include, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect it from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of its services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims for any services under this Agreement shall expire one year following completion of the services under this agreement. However, all applicable Alabama statutes of limitations shall specifically apply for any and all collection actions or claims for payment for work performed under this Agreement.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Any and all information, reports, analysis, tests, data, studies, charts, documentation or research used or created (hereinafter "proprietary information") by the Consultant to perform, compile, or produce work or services under this Agreement shall vest in the Consultant, and Consultant shall assign the rights to the use of such proprietary information under this Agreement to the Client for the purpose of performing its scope of services under this Agreement. The foregoing notwithstanding, the Consultant shall be entitled and vested with any and all right, title, and claim to such propriety information for any future use as it may deem fit, including but not limited to future consulting work or services for any other party or client.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama, and all parties hereto consent to resolve any conflicts arising hereunder in Jefferson County, Alabama.

The persons signing this Agreement warrant that they have the express authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

By:_____

Printed Name:_____

Title:_____

Date: _____

APPROVED FOR SKIPPER CONSULTING, INC.

By: Darrell B. Skipper

Printed Name: Darrell B. Skipper

Title: President

Date: 1/28/19

Exhibit "A"
Opelika Road Traffic Signals and Signal Systems Design
Scope of Work

Traffic Signal Design
The Consultant would undertake the appropriate traffic signal design services for four (4) intersections on Opelika Road in Opelika, Alabama. The locations shall include the following intersections on Opelika Road: North 30th Street/Walmart; North 24th Street; East Thomason Circle/Hospital; and North 20th Street/Hospital. It is understood the traffic signal construction plans will be developed in a format that will be inserted in the roadway construction plan assembly. It is anticipated a signal legend sheet, signal note sheet, box quantity sheet, signal layout sheets and project details will be required. As part of the traffic signal design services, provision of pedestrian signals at each location will be included. It is anticipated the traffic handling plan for signal construction will be included int eh overall plan assembly as prepared by others.

Traffic signal design would be developed using base mapping information provided by the Client or his representative. Data provided on the base maps should include, but not be limited to: pavement edges and/or curb lines; roadway markings; highway signs; utility poles; overhead utilities; street lighting; underground utilities; right-of-way; etc.

Design efforts for the project will be undertaken using procedures and specifications as established by the City and ALDOT as appropriate. Design efforts would include, but are not limited to:

- Signal phasing and timing.
- Striping improvements at the signalized intersection.
- Research applicable City/ALDOT specifications.
- Determine appropriate signal notes.
- Determine equipment and installation details.

The plan assemblies would include applicable traffic signal notes, signal plans and applicable detail sheets.

It is understood the project will be undertaken in two separate phases of work. Phase one will include the signal construction plans for two intersections and phase 2 will include the signal construction plans for two intersections.

Traffic Signal Permitting
The Consultant would coordinate traffic signal permitting/review efforts with the Client and the City This task will include transmitting plans, preparation of permit applications, and coordination to ensure timely reviews and approvals.

Traffic Signal Coordination Timings
Traffic signal modifications at the project intersections will required signal coordination timing updating. The Consultant would conduct analyses to update such coordination timings. The updated signal coordination timings would be documented and provided to the City for review. Print and electronic (PDF) copies would be provided to the Client and City as needed. It is anticipated that eight (8) print copies would be provided of the signal coordination timings document.

Following construction of the signals, the Consultant would input revised signal timings for the subject intersections. Following installation of updated signal timings, the Consultant would conduct field observations and fine tune signal coordination timings as needed to accommodate traffic flows. Upon completion of fine-tuning signal timings, the Consultant would provide the City with the latest updated signal coordination timings for the subject intersection.

Task Specifically Not Included in This Agreement: Tasks specifically excluded in the basic fees outlined in this agreement include:

- Traffic Signal Warranting and associated traffic counts;
- Geotech services;
- Signal pole design;
- Signal pole foundation design; and
- Construction observations/inspection services.

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ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850 FAX: (334)801-9804

Kay Ivey
Governor

John R. Cooper
Transportation Director

May 16, 2019

Mr. Scott Parker, P.E.
Opelika City Engineer
700 Fox Trail
P.O. Box 390
Opelika, Alabama 36803

Dear Mr. Parker:

Re: Project No. STPOA-4118 ( )
Mill and Overlay of Pepperell Parkway from Lowndes Street to
Approximately 500 ft West of Westend Court
City of Opelika

Reference is made to your recent letter regarding Transportation Support Services man/day and fee proposal for the City of Opelika on the above-referenced project.

The amount for this work will be $289,656.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The City may proceed to enter into an agreement with CDG Engineers & Associates, Inc. **This is not an authorization to begin work. Do not begin work until you are notified to do so by your Local Transportation Section – Montgomery area.** Please let me know if you have any questions.

Sincerely,

Aaron T. White
Southeast Region
Consultant Management Engineer

ATW/ms
Attachment
cc: Mr. David Bollie, P.E.
File

RESOLUTION NO. 159-19

Special appropriation to Zimmer Biomet LPGA Championship.

RESOLUTION NO. _____

RESOLUTION APPROVING TOURNAMENT SPONSORSHIP FOR ZIMMER BIOMET CHAMPIONSHIP AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS IN ACCORDANCE THEREWITH

WHEREAS, Zimmer Biomet Championship tournament will be played on the Grand National Course of the Robert Trent Jones Golf Trail in Opelika, Alabama; and

WHEREAS, in order to induce the Zimmer Biomet to schedule the Championship tournament in Opelika, the City of Opelika (the "City") agreed to appropriate funds for said Sponsorship in the amount of $25,000.00 payable to Auburn-Opelika Tourism Bureau; and

WHEREAS, the City Council has determined and declares that a public purpose is served by the expenditure of public funds for said Sponsorship and said Sponsorship will advance the economic interest of the City.

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

1. That the foregoing recitals are confirmed, adopted and incorporated herein and made part hereof by this reference.

2. That for the purpose of sponsoring the 2019 Zimmer Biomet Championship, the City does hereby agree to appropriate the amount of $25,000 to the 2019 Zimmer Biomet Championship.

3. That in the event the Grand National Golf Course is chosen as the site of the Zimmer Biomet Championship for the 2020 calendar year, the City does hereby agree to purchase the same level Sponsorship in which the Zimmer Biomet Championship is held in Opelika.

4. That all sponsorship fees will be paid from the Economic Development Budget.

5. That the Mayor and the Controller are hereby authorized to expend funds in furtherance of the approved Sponsorship and Mayor is authorized to execute appropriate documentation to formalize the Sponsorship

6. That the Mayor, the Controller and the Director of Economic Development are hereby authorized to take such additional action as may be necessary to implement the purpose of this Resolution.

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

8. That this Resolution shall take effect upon is passage and adoption by the City Council.

ADOPTED AND APPROVED this _____day of _____, 2019.

_____
PRESIDENT CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

_____
ROBERT G. SHUMAN
CITY CLERK

ORDINANCE NO. (ID # 3486)

Change the November 19, 2019 city council meeting date - 1st Reading.

ORDINANCE NO. _____

WHEREAS, under the authority of Section 2-161 of the Code of Ordinances of the City of Opelika, regular meetings of the City Council are held on the first and third Tuesday of each month; and

WHEREAS, the meetings of the City Council for the month of November 2019 is scheduled to be held on November 5, 2019 and November 19, 2019; and

WHEREAS, on the 19th of November, the City Council will be leaving for the National League of Cities conference, therefore the City Council desires to re-schedule the second regular meeting in November 2019 from November 19, 2019 to November 18, 2019.

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

Section 1. The meeting of November 19, 2019 of the City Council is hereby canceled.

Section 2. The second regular meeting of the City Council for the month of November 2019 shall be held on November 18, 2019 beginning at 7:00 p.m. in the City Council chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama.

Section 3. Except as modified herein, the provisions of Section 2-161 of the Code of Ordinances of the City of Opelika shall continue in full force and effect with regular meetings of the City Council to be held on the first and third Tuesday of each month.

Section 4. That the City Clerk is hereby directed to notify the news media and all other interested parties of the change of date for the second regular meetings of the City Council in November 2019.

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

_____

PRESIDENT OF THE CITY COUNCIL OF

THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED to the Mayor on this the _____ day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED by the Mayor on this the _____ day of _____, 2019.

_____

MAYOR

ATTEST:

_____

CITY CLERK