OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
300 Martin Luther King Blvd.
February 16, 2021
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:02 pm and asked Mr. Jones to call the roll.

2. Roll Call

The Mayor and all City Council members were present.

1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. Invocation

Mr. Andrus provided the invocation.

1. Terry Andrus from First Presbyterian Church of Opelika.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes
   1. Minutes from the 02-02-21 council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Unfinished Business

7. Remarks By the Mayor
   1. City's Financial Summary Report for January 2021.

Mayor Fuller asked if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it. Mayor Fuller then thanked Rosanna McGinnis from the City of Opelika and all of the many volunteers at the new Covid vaccine community clinic for their part in providing over 1,200 shots per day.

   2. January 2021 Monthly Building Report.

Mayor Fuller asked Mr. Motley to give the January 2021 monthly building report and Mr. Motley did so.

   3. Recognize Opelika Parks & Rec Pickleball Facility as Alabama Parks & Rec Facility of the Year.

Mayor Fuller invited Sam Bailey, Director of Parks & Recreation, Patrice Lipscomb, Assistant Director, and Mandy Johnson up front. Mr. Bailey spoke about how the Opelika Parks & Recreation Pickleball facility was awarded the Alabama Parks & Recreation Facility of the Year award and how the new Pickleball facility has brought national attention to Opelika as well.

   4. Recognize the Opelika School Teachers of the Year.

Mayor Fuller invited each teacher of the year winner, and their corresponding principal, up front and each principal spoke about each winner and why they are all so deserving of their awards.

8. Citizen Communications

Marty Moore of 2144 Hamilton Place spoke first. Ms. Moore first asked Mayor Fuller to come down to the podium. Ms. Moore on behalf of the Opelika Community Theater presented the Mayor and council with information for their upcoming programs and also presented a signed poster, by the cast and director, to the Mayor and the City of Opelika. Ms. Moore also presented each council member with signed posters and complementary tickets to the performance and asked if they would please come and support the cast and crew. Ms. Moore closed by thanking Mayor Fuller for his support from the beginning and stated they also have more planned in the future including acting classes for the community.

9. Report of Disbursements

10. Committee Reports

11. General Business

President Smith asked Mr. Jones to present the general business.

1. Public Hearing - Amend Village at Waterford PUD Master Plan, Hwy 169.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said amendment. Jay Knight with Builder's Professional Group stated he was there on behalf of the builder to answer any questions anyone might have. No one else came forward to speak. President Smith closed the public hearing.

2. Public Hearing - Rezoning, 14.3 Acres, Enterprise Drive & Center Hills Drive.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing - Rezoning, 38.4 Acres, Fox Run Ave & Douglas Street.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 019-21 North Uniroyal and Ballard Ave Culvert Replacement Project - ENG.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 020-21 Expense Reports from various departments.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

2. Resolution 021-21 Emergency Purchase - Pump - PW.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

3. Resolution 022-21 Purchase - 3-Yr Contract - Samsara GPS - Omnia Contract #201801101 - IT.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

4. Resolution 023-21 Purchase - VRF Heating and Outdoor Air Systems - Omnia Contract #15-JLP-023 - ADM.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

5. Resolution 024-21 Approve Change to Organizational Chart of the Parks and Rec Department - HR.

Mr. Allen asked if there was anyone there to answer a question. Mr. Motley went to the podium to answer. Mr. Allen stated there are many more workers at all the other park facilities and only 2 permanent full time employees at Covington even though the city has spent over 2 million dollars to renovate Covington Rec Center recently. Mr. Allen asked why they are only asking for one more full time employee and not more, to maximize what Covington can do. Mr. Motley stated the request for this particular service worker is because this is a temporary employee that works forty hours a week and should really be a full time and not temporary. Mr. Motley also explained that the groundskeepers are based out of Denson but work all over, and Covington is just now opened back up and they would certainly not hesitate to staff Covington as needed including a full time employee that was moved from Covington over to the Sportsplex during the renovation. Mr. Allen then asked if it is possible to add two more full time employees and does it have to come to the council each time. Mr. Motley explained that his duty is to make sure all the parks and recreation facilities that have needs be fully staffed and this is the first one to be addressed, and also they may be able to move some people around to share some duties from things they found out from shutting down due to covid. Mr. Allen again stated he did not understand how Covington would be at it's best with only two full time employees. Mr. Motley gave some specific examples of why other facilities may need more full time employees and how things were restructured while Covington was closed, and this employee being added would work 40 hours a week every week of the year so they should be a full time employee with benefits to handle all of the Covington building service needs. Mr. Allen then asked if that is true, why does Covington have a temporary employee now that has been temporary for years and works forty hours a week. Mr. Motley asked Mr. Bailey, Director of Parks & Rec, who Mr. Allen was speaking of. Ms. Lipscomb, Assistant Director of Parks & Rec, answered who it was and why they are still temporary. Mr. Motley relayed that the temporary employee has been filling in for various positions and the permanent receptionist for Covington was moved to the Sportsplex during the remodel. Mr. Allen and Mr. Motley both agreed that if someone is working forty hours a week, they are needed, and they aren't seasonal, they should be a full time employee. Mr. Motley confirmed this full time position before the council is for someone else and not the temporary employee in question. Mr. Allen then asked if they need two, why are they only asking for one? Mr. Motley stated if they wanted them to withdraw this request and come back with everybody that's needed after an evaluation they would do that. Mr. Allen closed by stating

he did not want to do that because the one they are asking for tonight is needed, but they need to come back later and address additional full time employees for Covington.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Resolution 025-21 Amend CDBG PY2019 Action Plan.

Mr. Rauch asked if this was for the payment of food for the vaccine center. President Smith answered yes it is to feed the volunteers.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

7. Resolution 026-21 Grant Application to ADECA for Recreational Trails Program with Creekline Trails of Opelika.

Ms. Norris asked if the city had made a determination on how they are going to meet the matching funds, either in cash or in-kind services or a combination of both. Mayor Fuller stated it would be a combination including mainly in-kind services. Ms. Norris asked if they could examine it more before making a decision and asked if the amount of $148,000 was correct. Mr. Gunter stated that amount was correct and from his discussions with Scott Parker the match would mostly be in-kind services but he didn't know for sure exactly how much. Ms. Norris asked if the resolution could be tabled until they could determine how the match would be paid for. Dr. Lofton stated he did not see a reason to table it due to it being too good of an opportunity to get the grant amount of $400,000 now even if the local match all came out of budget. Dr. Lofton explained how there are a lot of agencies involved and it would not make sense to sit on this and not move forward to receive the grant regardless of where the local matching funds comes from. Ms. Norris disagreed and stated she believes the citizens want transparency, and unless this is an urgent item, she doesn't see why putting if off until the next council meeting and having all of the information should be an issue. Ms. Norris then stated if they are going to lose the ability to get the $400,000 grant by not making a decision tonight, then she would understand that and asked if that is the case. Matt Mosley, Planning Director, stated he believed the deadline to submit the grant application would be March 3, 2021 which would be about the same time as the next council meeting. Mr. Gunter stated the fact sheet attached to the resolution states that a significant amount of the local share will be provided by in-kind contributions including the cost of in-house engineering services. Mr. Mosley then stated this will occur on city property as well. Ms. Norris confirmed with Mr. Gunter and Mr. Mosley that the city's engineering department will provide in-house engineering plans and services that will count towards the local share amount. Mr. Mosley answered yes and Mr. Gunter added all of the construction and inspections would be handled by the city in-house as well. Mr. Mosley confirmed the city would handle all the inspections and likely much of the construction in-house. Ms. Norris asked if Mr. Mosley could give her an approximate of how much each would cost. Mr. Mosley apologized for not having that available and that Mr. Parker, City Engineer, would be able to get that to her, but he had to leave the council meeting earlier. Ms. Norris closed by stating she would not want to hold up the opportunity for the city to receive the $400,000 grant and she appreciated the information given, and that it has helped her to make an informed decision. President Smith stated he believed there was a least $50,000 on the preliminary estimate that would be in-kind of the $148,000 local match. Mr. Allen asked regardless of how much the city would have to pay in cash, the city would be in a position to do that. President Smith answered absolutely.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

8. Resolution 027-21 Grant Application to ADEM for Alabama Recycling Fund Grant Program.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

9. Resolution 028-21 Amending and Extending ADA Sidewalk Contract with SDAC - ENG.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

10. Resolution 029-21 Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

11. Resolution 030-21 Approve Industrial Boulevard CEI Change Order for TTL - ENG.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

12. Resolution 031-21 Agreement with GDS Associates, Inc. for General Consulting Services - OPS.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

13. Resolution 032-21 Approve Pole Attachment License Agreement with the Utilities Board - OPS.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

14. Resolution 033-21 Settlement Agreement with 280 Land Company, LLC.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

15. Resolution 034-21 Approve Contract with Seely & Long Associates for Grant Admin Services.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance 003-21-ORD Amend Village at Waterford PUD Master Plan, Hwy 169 - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance. Then Mr. Rauch made a motion to suspend the rules and was seconded by Mr. Allen.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

2. Ordinance Amend Zoning Ordinance & Map; Rezoning 14.3 Acres, Enterprise Drive & Center Hills Drive - 2nd Reading.

President Smith asked for a member of the council to introduce the ordinance. Dr. Lofton introduced the ordinance.

3. Ordinance Amend Zoning Ordinance & Map; Rezoning 38.4 Acres, Fox Run Ave & Douglas Street - 2nd Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Allen introduced the ordinance.

15. Appointments

President Smith presented the appointments.

1. Reappoint Wayne Gibson to the Property Maintenance Board of Appeals. New Term ends 3-16-2024.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

2. Reappoint Jasper Snipes to the Board of Parks and Recreation. New Term ends 3-15-2026.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

3. Reappoint Mike Mann to the Medical Clinic Board. New Term ends 3-2-2027.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

16. Adjourn

The City Council meeting minutes of February 16, 2021 are hereby adopted and approved this the 2nd day of March, 2021.

/s/ Eddie Smith

_____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ Russell A. Jones

_____

Russell A. Jones

City Clerk

1. Character Trait of the Month - Integrity, the quality of being honest and having strong moral principles.

President Smith asked if there was any other business to come before the council and read the character trait of the month.

2. Motion to Adjourn.

The council meeting ended at 7:56 pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 02/16/21 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4530

CM MINUTES (ID # 4530)

Minutes from the 02-02-21 council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
300 Martin Luther King Blvd.
February 2, 2021
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

The Mayor and all City Council members were present.

1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. Invocation

Mr. Cobb provided the invocation.

1. Daryl Cobb from the Mustard Seed Faith Center.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes
   1. Minutes from the 01-19-21 council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller invited Chief Prather, Chief Morgan, and Mr. Motley up to the front to present a proclamation to Chief Prather for his retirement from the Opelika Fire Department with over 35 years of service. Mayor Fuller shared a story about Chief Prather, and then Mr. Motley thanked Chief Prather for his service and Mayor Fuller read the proclamation. Chief Prather then stated it has been his pleasure and honor to serve the citizens of Opelika and thanked the Mayor for the opportunity to be the Fire Chief.

8. Citizen Communications

Marilyn Vogel of 711 4th Ave spoke first. Ms. Vogel spoke to the council on behalf of herself and the group Friends of the Opelika Raptors. Ms. Vogel thanked the Mayor and council for their consideration to remove the ordinance dealing with the vultures. Ms. Vogel then stated that all of the communication between the concerned citizens and the city officials has been great for everyone involved. Ms. Vogel closed by stating she hopes that a solution can be found that works for everybody and she hopes that everyone will stay in communication about what is the best way to deal with the birds going forward.

Attachment: CM minutes 02-02-21 (4530 : Minutes from the 02-02-21 council meeting.)

Michael Moore of 3003 Stillwood Way spoke next. Mr. Moore stated he would be speaking on behalf of Wyndam South Neighborhood. Mr. Moore stated that about a year ago, the residents of Wyndam South met with city officials and were led to believe that their neighborhood, which is one way in and one way out, would not be connected to an adjacent neighborhood. Mr. Moore then stated they are finding out now that the adjacent neighborhood will be connected to their neighborhood which will increase traffic through their neighborhood significantly. Mr. Moore also stated either the City Planner or Engineer did an analysis and stated in his opinion there would not be a significant increase in traffic if the two were connected. Mr. Moore disagrees with that and explained why that neighborhood would cut through their's based upon geographical layouts. Mr. Moore closed by stating he has been assured by the contractors that the two neighborhoods will be attached and asked the council if there was any way for that to be stopped. President Smith asked Mr. Moore to get with Mr. Motley and discuss what could be done about the issue.

9. Report of Disbursements

10. Committee Reports

11. General Business

President Smith asked Mr. Jones to present the general business.

1. Request Alcohol License - QL Gewaz Inc Dba Taco Fest - Special Events Retail License.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

12. Awarding of Bids

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 012-21 Designate City Personal Property Surplus & Authorize Disposal.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

2. Resolution 013-21 Purchase - 624 Toter EVR II Carts - Sourcewell Contract #041217-WQI - OES.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

3. Resolution 014-21 Purchase - (2) 2021 Ford F150 Supercab Pickups - PW.

Attachment: CM minutes 02-02-21 (4530 : Minutes from the 02-02-21 council meeting.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

4. Resolution 015-21 Approve Agreement with Critical Insights Consulting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

5. Resolution 016-21 Approve Agreement for Emergency Medical Care Mutual Aid.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Willie Allen, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Resolution 017-21 Authorize Release of Restrictions and Reversion in Deed to South Side Church of Christ.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Willie Allen, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

7. Resolution 018-21 OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Amending Section 19-495 of the City Code of Ordinances - 2nd Reading.

After presenting the ordinance, Mr. Gunter reminded the council that the Mayor requested for the ordinance to be removed from the agenda. Mr. Gunter then stated if the council so desired to remove the ordinance, it would require a motion and a second to remove.

RESULT:	**REMOVED FROM AGENDA [UNANIMOUS]**
MOVER:	Robert Lofton, Council Member
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

2. Ordinance 002-21-ORD Amending Section 16-188 of the City Code of Ordinances - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance. Then Ms. Norris made a motion to suspend the rules and was seconded by Dr. Lofton.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

During Discussion, Dr. Lofton asked a question about how much doubled fines would be in the school speed zones. Mr. Gunter explained that the actual fine is just a portion of the total amount

Attachment: CM minutes 02-02-21 (4530 : Minutes from the 02-02-21 council meeting.)

and most of the amount owed are court costs. Mr. Gunter then stated only the portion that is the fine amount would be doubled and not the court costs amount. Dr. Lofton stated he wanted to make the sure the council knew what they were voting on as far as increasing the fines. Mr. Gunter again explained how the amount of court costs are broken down into many different ways and how only the portion of the fine would be doubled and not the court costs. Mr. Allen asked if the fines are assessed only during the designated hours. President Smith and Mr. Gunter answered yes and then Mr. Gunter explained in detail the different types of speeding and how they are fined as well.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

15. Appointments

President Smith presented the appointments.

1. Appoint Tim Aja to the Indian Pines Recreation Authority. Existing Term ends 6-7-2021.

President Smith stated that Dan Cannon has resigned and Dr. Lofton has recommended Mr. Tim Aja to replace Mr. Cannon on the Indian Pines Recreation Authority and serve out his existing term ending on June 7, 2021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

16. Adjourn

The City Council meeting minutes of February 2, 2021 are hereby adopted and approved this the ___ day of _____, 2021.

_____

President of City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

1. Character Trait of the Month - Integrity, the quality of being honest and having strong moral principles.

Attachment: CM minutes 02-02-21 (4530 : Minutes from the 02-02-21 council meeting.)

President Smith asked if there was any other business to come before the council and read the character trait of the month.

2. Motion to Adjourn.

The council meeting ended at 7:27 pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

Attachment: CM minutes 02-02-21 (4530 : Minutes from the 02-02-21 council meeting.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/16/21 07:00 PM
Department: City Clerk
Category: City Financial Statements
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4529

MAYOR'S REMARKS (ID # 4529)

City's Financial Summary Report for January 2021.

COMMENTS - Current Meeting:

Mayor Fuller asked if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it. Mayor Fuller then thanked Rosanna McGinnis from the City of Opelika and all of the many volunteers at the new Covid vaccine community clinic for their part in providing over 1,200 shots per day.

PRELIMINARY

City of Opelika
Combined Balance Sheet - All Funds and Account Groups (Interim Report)
January 31, 2021
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	$ 41,553	$ 22,801	$ 37	$ 1,441	$ -	$ 5,343	$ 46,119	$ -	$ -	$ 117,294
Certificates of deposit	20,000	5,000	-	-	-	-	5,250	-	-	30,250
Receivables:										
Accounts and unbilled service	-	-	-	180	-	-	5,353	-	-	5,533
Taxes	8,632	8,662	-	-	-	-	-	-	-	17,294
Licenses and fees	3,034	-	-	-	-	-	-	-	-	3,034
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	204	-	-	-	-	-	-	-	-	204
Interest	(22)	-	-	-	3	-	-	-	-	(19)
Other	573	653	-	-	-	(1)	-	-	-	1,225
Due from other funds	31	-	-	-	20	-	8,612	-	-	8,663
Due from other governments	3,007	630	-	-	-	-	988	-	-	4,625
Inventories of supplies, at cost	134	-	-	-	-	-	1,061	-	-	1,195
Prepaid expenses	326	-	-	-	-	-	-	-	-	326
Investments	-	20	-	-	1,340	-	-	-	-	1,360
Investments with fiscal agent	-	-	1,822	-	-	-	1,685	-	-	3,507
Capital assets:										
Land	-	-	-	-	-	-	2,462	10,368	-	12,830
Buildings	-	-	-	-	-	-	13,666	63,073	-	76,739
Equipment	-	-	-	-	-	-	11,563	23,334	-	34,897
Utility systems	-	-	-	-	-	-	118,431	-	-	118,431
Infrastructure	-	-	-	-	-	-	-	123,014	-	123,014
Construction in progress	-	-	-	-	-	-	333	5,855	-	6,188
Total capital assets	-	-	-	-	-	-	146,455	225,644	-	372,099
Less: accumulated depreciation	-	-	-	-	-	-	(74,108)	(68,791)		(142,899)
Capital assets, net	-	-	-	-	-	-	72,347	156,853	-	229,200
Deposits	-	69	-	-	-	19	2	-	-	90
Amount to be provided for general long term debt									84,858	84,858
Total assets	77,473	37,835	1,859	1,621	1,362	5,361	141,417	156,852	84,858	508,639
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,389	-	-	1,389
Difference on projected OPEB earnings investments	-	-	-	-	-	-	671	-	-	671
Bond refunding costs	-	-	-	-	-	-	2,317	-	-	2,317
Total deferred outflows of resources	-	-	-	-	-	-	4,377	-	-	4,377

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January

PRELIMINARY

City of Opelika
Combined Balance Sheet - All Funds and Account Groups (Interim Report)
January 31, 2021
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	772	173	-	-	-	160	7,858	-	-	8,963
Interest payable	-	-	-	-	-	-	441	-	-	441
Accrued payroll and benefits, due within one year	(6)	-	-	-	-	-	165	-	-	159
Due to other funds	4	31	-	-	-	-	8,612	-	-	8,647
Due to other governments	31	146	-	-	-	-	-	-	-	177
Claims and judgements, due within one year	-	-	-	-	-	191	-	-	-	191
Bonds payable due within one year	-	-	-	-	-	-	1,955	-	-	1,955
Claims and judgements, due in more than one year	-	-	-	-	-	156	-	-	-	156
Bonds payable, due in more than one year	-	-	-	-	-	-	26,969	-	84,858	111,827
Net pension liability	-	-	-	-	-	-	8,221	-	-	8,221
Accrued payroll & benefits, due in more than one year	-	-	-	-	-	-	1,689	-	-	1,689
Customer deposits held	-	-	-	-	-	-	3,143	-	-	3,143
Total liabilities	801	350	-	-	-	507	59,052	-	84,858	145,567
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	18	-	-	18
Net change in OPEB assumptions	-	-	-	-	-	-	29	-	-	29
Unearned revenues	4,546	9,498	-	-	-	353	142	-	-	14,539
Total deferred inflows of resources	4,546	9,498	-	-	-	353	190	-	-	14,587
FUND BALANCES										
Nonspendable	134	69	-	-	1,348	-	-	-	-	1,551
Restricted	177	13,022	1,858	1,621	-	3,031	1,685	-	-	21,394
Committed	33	-	-	-	-	-	-	-	-	33
Assigned	12,984	14,120	-	-	-	-	-	-	-	27,104
Unassigned	36,803	(3)	1	1	14	1,461	-	-	-	38,277
Invested in capital assets, net of related debt	-	-	-	-	-	-	45,739	156,852	-	202,591
Unrestricted	-	-	-	-	-	-	35,709	-	-	35,709
Encumbrances	21,996	779	-	-	-	9	3,418	-	-	26,202
Total fund balances	72,126	27,987	1,859	1,621	1,362	4,501	86,552	156,852	-	352,862

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January

PRELIMINARY

City of Opelika
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups (Interim
FYTD January 31, 2021
Thousands of dollars

	Governmental Funds					
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Total
REVENUES:						
Taxes	$ 18,645	$ 8,215	$ -	$ -	$ -	$ 26,860
Special assessments	-	-	-	-	-	-
Licenses and permits	7,753	121	-	-	-	7,874
Intergovernmental	426	253	-	33	-	712
Charges for services	435	-	-	-	-	435
Fines and forfeits	123	-	-	-	-	123
Grants	4	-	-	-	-	4
Contributions	3	-	-	-	-	3
Investment income	47	17	(1)	-	10	73
Miscellaneous	348	-	-	-	-	348
Total revenues	27,784	8,604	(1)	33	10	36,432
EXPENDITURES:						
General government	2,909	123	-	-	1	3,033
Public safety	5,664	135	-	-	-	5,799
Public works	1,951	-	-	-	-	1,951
Health	133	-	-	-	-	133
Education	1,118	-	-	-	-	1,118
Welfare	90	-	-	-	-	90
Culture and recreation	1,767	-	-	-	-	1,767
Economic development	498	15	-	-	-	513
Capital outlay	4,830	399	-	-	-	5,230
Debt service:						
Principal retirement	-	-	2,455	-	-	2,455
Interest and fees	-	-	1,630	-	-	1,631
Total expenditures	18,961	673	4,085	-	1	23,722
Excess of revenues over/(under) expenditures	8,824	7,931	(4,087)	33	8	12,710
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	906	-	-	906
Sale of capital assets	29	-	-	-	-	29
Transfers from other funds	1,004	1,545	4,107	-	12	6,668
Transfers to other funds	(4,255)	(1,453)	-	-	(5)	(5,713)
Total other financing sources/(uses)	(3,222)	92	5,012	-	6	1,890
Net change in fund balances	5,601	8,023	926	33	15	14,600
Fund balances, beginning of the year	66,525	19,964	931	1,588	1,348	90,357
Fund balances, end of period	$ 72,126	$ 27,987	$ 1,859	$ 1,621	$ 1,362	$ 104,956

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

City of Opelika
Combined Balance Sheet (Interim Report)
Proprietary and Fiduciary Funds
January 31, 2021 Preliminary
Thousands of dollars

	Electric FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS					
Current assets:					
Cash	$ 31,854	$ 10,953	$ 3,285	$ 3,567	$ 1,776
Certificates of deposit	5,250	-	-	-	-
Receivables and prepaid expenses	4,676	375	302	-	(1)
Due from other funds and governments	8,612	988	-	-	-
Inventory	1,061	-	-	-	-
Total current assets	51,453	12,316	3,587	3,567	1,775
Restricted assets:					
Cash and investments with fiscal agent	1,684	1	-	-	-
Total restricted assets	1,684	1	-	-	-
Net capital assets	42,985	28,225	1,933	-	-
Other assets:					
Deposits	-	2	-	19	-
Total other assets	-	2	-	19	-
Total assets	96,122	40,544	5,521	3,586	1,775
DEFERRED OUTFLOWS OF RESOURCES					
Retirement contributions	1,037	-	352	-	-
Difference on projected OPEB earnings	490	-	181	-	-
Bond refunding costs	2,262	55	-	-	-
Total deferred outflows of resources	3,789	55	533	-	-
Total assets and deferred outflows of resources	99,911	$ 40,599	$ 6,054	$ 3,586	$ 1,775
LIABILITIES					
Current liabilities:					
Accounts and other payables	$ 8,382	$ 13	$ 68	$ 42	$ 308
Due to electric fund	-	-	-	-	-
Due to other funds	-	-	-	-	-
Bonds payable within one year	1,365	590	-	-	-
Unearned revenue	143	-	-	-	353
Total current liabilities	9,890	603	68	42	662
Noncurrent liabilities:					
Claims and employee benefits due in more than one year	1,247	-	441	156	-
Bonds payable, in more than one year, net	25,725	1,244	-	-	-
Net pension liability	6,134	-	2,087	-	-
Customer deposits held	2,972	-	171	-	-
Total noncurrent liabilities	36,078	1,244	2,700	156	-
Total liabilities	45,968	1,847	2,768	198	662
DEFERRED INFLOWS OF RESOURCES					
Difference on earnings on OPEB investments	21	-	8	-	-
Difference on earnings on plan investments	(2)	-	19	-	-
Total deferred inflows of resources	19	-	28	-	-
Total liabilities and deferred inflows of resources	45,987	1,847	2,796	198	662
NET POSITION					
Invested in capital assets, net of related debt	18,157	26,446	1,933	-	-
Restricted	1,684	1	-	3,064	(32)
Unrestricted	32,669	10,789	837	324	1,137
Encumbrances	1,414	1,516	488	-	9
Total net position	53,924	38,752	3,258	3,388	1,114
Total liabilities, deferred inflows, and net position	$ 99,911	$ 40,599	$ 6,054	$ 3,586	$ 1,775

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

PRELIMINARY

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position (Interim Report)
Proprietary and Fiduciary Funds
FYTD January 31, 2021 Preliminary
Thousands of dollars

	Electric 2021 FYTD	Sewer 2021 FYTD	Solid Waste 2021 FYTD	Workmen's Comp. 2021 FYTD	Health Insurance 2021 FYTD
Operating Revenues					
Charges for services	$ 13,266	$ 1,847	$ 1,241	$ 159	$ 1,427
Operating Expenses					
Purchases	7,906	-	174	-	-
Depreciation	960	365	114	-	-
Personnel services	1,155	-	384	-	-
Other	779	727	286	1	1,135
Total operating expenses	10,801	1,093	957	1	1,135
Operating income/(loss)	2,465	755	284	157	292
Nonoperating Revenues/(Expenses)					
Gain/(Loss) on sale of capital assets	-	-	-	-	-
Fiber optic line leases	8	-	-	-	-
Investment income	105	-	2	2	-
Grant income	-	-	-	-	-
Pole rental	53	-	-	-	-
Miscellaneous revenues	145	-	4	-	-
Interest expense and charges	(400)	(18)	-	-	-
Total nonoperating revenues/(expenses)	(88)	(18)	5	2	-
Other Revenues and Transfers In/(Out):					
Capital contributions	218	-	-	-	-
Transfers from other funds	-	-	1	-	-
Transfers to other funds	(1,000)	-	(1)	-	-
Total other revenues/(expenses)	(782)	-	-	-	-
Net Income/(loss)	1,594	737	289	159	292
Net position, beginning of year	52,330	38,015	2,969	3,229	821
Net position before encumbrances	53,924	38,752	3,258	3,388	1,114
Encumbrances	1,414	1,516	488	-	9
Net position, end of period	$ 52,510	$ 37,236	$ 2,770	$ 3,388	$ 1,105
Additional Information:					
Cash position at September 30, 2021	$ 31,854	$ 10,953	$ 3,285	$ 3,567	$ 1,776
Cash position at September 30, 2020	28,704	27	3,299	3,413	1,460
Change in cash	$ 3,151	$ 10,926	$ (14)	$ 154	$ 316

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

PRELIMINARY

City of Opelika
General Fund Revenue and Expenditure Summary (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD January 2021 Preliminary
Thousands of dollars

	YTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
Revenues:						
Taxes	$ 16,332	$ 18,645	$ 2,313	$ 12,788	$ 18,645	$ 5,857
Licenses and permits	7,267	7,753	487	6,044	7,753	1,709
Intergovernmental	149	426	278	240	426	186
Charges for services	623	435	(188)	670	435	(235)
Fines and forfeits	112	123	11	145	123	(22)
Grants	4	4	-	-	4	4
Contributions	87	3	(84)	1	3	2
Investment income	208	47	(161)	100	47	(53)
Miscellaneous	124	348	224	104	348	245
Total revenues	24,907	27,784	2,878	20,091	27,784	7,694
Expenditures:						
General government	2,635	2,909	274	2,972	2,909	(63)
Public safety	5,522	5,664	142	6,501	5,664	(837)
Public works	1,848	1,951	103	2,429	1,951	(478)
Culture and recreation	2,039	1,767	(272)	2,321	1,767	(554)
Economic development	360	498	138	607	498	(109)
Health	140	133	(7)	111	133	22
Education	1,381	1,118	(262)	1,110	1,118	8
Welfare	42	90	48	52	90	38
Capital outlay	2,503	4,830	2,327	8,249	4,830	(3,419)
Debt service	-	-	-	233	-	(233)
Total expenditures	16,470	18,961	2,491	24,585	18,961	(5,624)
Other financing sources/(uses)						
Sale of capital assets	-	29	29	-	29	29
Transfers in	1,013	1,004	(8)	1,007	1,004	(2)
Transfer out	(5,587)	(4,255)	1,331	(4,008)	(4,255)	(248)
Total other financing sources/(uses)	(4,574)	(3,222)	1,352	(3,001)	(3,222)	(221)
Net change in fund balance	3,863	5,601	1,739	(7,495)	5,601	13,096
Fund balance, beginning of year	67,111	66,525	(585)	67,111	66,525	(585)
Fund balance, year to date	$ 70,973	$ 72,126	$ 1,154	$ 59,615	$ 72,126	$ 12,511
Less:						
Nonspendable	100	134	34	-	134	-
Restricted	205	177	(28)	-	177	-
Committed	42	33	(10)	-	33	-
Assigned	16,499	12,984	(3,515)	-	12,984	-
Encumbrances	14,948	21,996	7,049	-	21,996	-
	31,794	35,324	3,530	-	35,324	-
Unassigned fund balance	39,179	36,803	(2,376)	59,615	36,803	12,511
20% budgeted revenues	4,018	4,018		4,018	4,018	
Available unassigned fund balance	$ 35,161	$ 32,785		$ 35,161	$ 32,785	

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

PRELIMINARY

City of Opelika
General Fund Revenues (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD January 2021 Preliminary
Thousands of dollars

	YTD Actual			Budget to Actual		
	FY 2020	**FY 2021**	**Variance**	**2021 Budget**	**2021 Actual**	**Variance**
Taxes:						
Sales	$ 11,779	$ 13,883	$ 2,104	$ 10,900	$ 13,883	$ 2,983
Property:						
Property	3,996	4,284	289	1,367	4,284	2,917
Payments in lieu of taxes	18	-	(18)	2	-	(2)
Total property taxes	4,014	4,284	270	1,369	4,284	2,916
Other						
Gasoline	288	227	(62)	273	227	(47)
Cigarette	22	23	2	20	23	3
Wine and liquor	11	11	-	9	11	2
Rental	218	217	(2)	217	217	-
Total other taxes	540	478	(62)	520	478	(42)
Total taxes	16,332	18,645	2,313	12,788	18,645	5,857
Licenses and permits:						
Occupational license	4,829	5,312	483	4,200	5,312	1,112
Business:						
General	1,478	1,376	(102)	1,000	1,376	376
Lodging	389	271	(117)	308	271	(37)
Franchise fee	157	174	17	172	174	2
Miscellaneous	133	201	68	87	201	114
Total business	2,157	2,022	(135)	1,567	2,022	456
Telecommunications permits and fees	2	-	(2)	7	-	(7)
Permits and inspections	275	415	140	267	415	148
Other	4	5	1	4	5	1
Total licenses and permits	7,267	7,753	487	6,044	7,753	1,709
Intergovernmental:						
Shared county motor vehicle	48	47	(2)	45	47	1
Shared state:						
Bank excise tax	-	280	280	66	280	214
Business privilege tax	-	-	-	25	-	(25)
Liquor tax profits	55	61	5	48	61	12
State asset forfeiture	2	12	11	-	12	12
Total shared state	57	354	296	139	354	214
Shared federal asset forfeiture	10	-	(10)	14	-	(14)
Other	33	26	(7)	41	26	(15)
Total intergovernmental	149	426	278	240	426	186
Charges for services:						
General government - other	7	8	2	8	8	-
Public Safety:						
Fire training/transport	4	9	5	1	9	8
City schools	-	-	-	50	-	(50)
Auburn University	4	-	(4)	-	-	-
EAMC	42	63	21	53	63	9
Other	2	1	(1)	-	1	1
Health - Graves and monuments	55	54	(1)	50	54	4
Public Works - Paving and plan review f	35	42	8	10	42	32
Culture and Rec - Entry and concession f	474	256	(217)	497	256	(240)
Total charges for services	623	435	(188)	670	435	(235)
Fines and forfeits:						
Municipal Court	99	107	8	130	107	(23)
Other	14	16	2	14	16	2
Total fines and forfeits	112	123	11	145	123	(22)
Grant income	4	4	-	-	4	4
Contributions: Mobile Clinic	61	-	(61)	-	-	-
Contributions: Other	26	3	(23)	1	3	2
Investment income	208	47	(161)	100	47	(53)
Miscellaneous	124	348	224	104	348	245
Total revenues	24,907	27,784	2,878	20,091	27,784	7,694
Other financing sources						
Operating transfers from Electric fund	1,000	1,000	-	1,000	1,000	-
Other transfers	13	4	(8)	7	4	(2)
Sale of capital assets	-	29	29	-	29	29
Total other financing sources	1,012	1,033	21	1,007	1,033	26
Total revenue and other financing	$ 25,919	$ 28,817	$ 2,899	$ 21,097	$ 28,817	$ 7,720

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

PRELIMINARY

City of Opelika
General Fund Expenditures (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD January 2021 Preliminary
Thousands of dollars

	YTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
General government:						
Legislative	$ 130	$ 130	$ -	$ 135	$ 130	$ (5)
Executive	80	111	31	224	111	(113)
Legal	173	105	(68)	132	105	(27)
Administration	216	226	11	211	226	16
Accounting	158	163	5	199	163	(36)
Human resources	149	105	(44)	191	105	(86)
Information technology	976	1,258	282	954	1,258	304
Revenue	122	137	15	176	137	(39)
Municipal court	119	93	(26)	122	93	(29)
Purchasing	98	89	(9)	105	89	(16)
Community development	79	82	3	93	82	(11)
Planning	145	162	17	222	162	(60)
Other - nondepartmental	190	248	58	208	248	39
Total general government	2,635	2,909	274	2,972	2,909	(63)
Public safety:						
Police	3,422	3,573	151	4,196	3,573	(623)
Probation	28	43	14	52	43	(9)
Fire	1,967	1,838	(129)	2,113	1,838	(275)
Other - nondepartmental	105	210	105	140	210	70
Total public safety	5,522	5,664	142	6,501	5,664	(837)
Public works:						
Streets	467	411	(56)	401	411	10
Engineering	257	396	139	372	396	23
Administration	164	181	17	209	181	(28)
Cemetery	81	75	(6)	94	75	(18)
Auto shop	196	221	25	593	221	(371)
Building maintenance	200	183	(16)	208	183	(25)
Inspection	161	148	(13)	208	148	(60)
Grounds maintenance	322	335	13	345	335	(9)
Total public works	1,848	1,951	103	2,429	1,951	(478)
Culture and recreation:						
Parks and recreation	1,622	1,384	(238)	1,944	1,384	(561)
Library	309	282	(27)	338	282	(56)
Other - nondepartmental	108	102	(6)	39	102	63
Total culture and recreation	2,039	1,767	(272)	2,321	1,767	(554)
Economic development:						
Development	135	110	(26)	196	110	(86)
Other - nondepartmental	224	388	164	411	388	(22)
Total economic development	360	498	138	607	498	(109)
Health:						
Animal control	25	31	6	27	31	4
Mobile Clinic	-	-	-	-	-	-
Other	115	102	(13)	84	102	18
Total health	140	133	(7)	111	133	22
Education	1,381	1,118	(262)	1,110	1,118	8
Welfare	42	90	48	52	90	38
Capital outlay	2,503	4,830	2,327	8,249	4,830	(3,419)
Debt service						
Principal retirement	-	-	-	227	-	(227)
Interest and charges	-	-	-	6	-	(6)
Total debt service	-	-	-	233	-	(233)
Total expenditures	16,470	18,961	2,491	24,585	18,961	(5,624)
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	1,218	1,486	268	1,133	1,486	352
Transfers to other funds	4,369	2,770	(1,599)	2,874	2,770	(105)
Total transfers out	5,587	4,255	(1,331)	4,008	4,255	248
Total expenditures and other financing uses	$ 22,056	$ 23,216	$ 1,160	$ 28,593	$ 23,216	$ (5,376)

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

PRELIMINARY

City of Opelika
Capital Outlay (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD January 2021 Preliminary

	FYTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
GENERAL FUND						
General Government:						
Legislative	-	-	-	-	-	-
Executive	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Adminstration	-	-	-	-	-	-
Accounting	-	-	-	538,881	-	538,881
Human Resources	-	-	-	-	-	-
Information Technology	274,622	177,855	(96,767)	108,536	177,855	(69,319)
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	-	-	33,646	-	33,646
Other	-	-	-	-	-	-
Total general government	$ 274,622	$ 177,855	$ (96,767)	$ 681,063	$ 177,855	$ 503,208
Public Safety:						
Police	833,105	18,000	(815,105)	269,442	18,000	251,442
Probation	-	-	-	-	-	-
Fire	405,914	79,309	(326,605)	142,754	79,309	63,445
Total public safety	$ 1,239,019	$ 97,309	$ (1,141,710)	$ 412,196	$ 97,309	$ 314,887
Public Works:						
Streets	472,211	650,547	178,336	1,188,536	650,547	537,989
Engineering	286,199	1,261,361	975,162	1,448,490	1,261,361	187,129
Administration	81,286	435,578	354,292	149,627	435,578	(285,951)
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	$ 839,696	$ 2,347,486	$ 1,507,790	$ 2,786,653	$ 2,347,486	$ 439,167
Culture and Recreation:						
Parks and Recreation	149,761	560,905	411,144	224,993	560,905	(335,912)
Library	-	1,646,647	1,646,647	4,144,088	1,646,647	2,497,441
Total culture and recreation	$ 149,761	$ 2,207,552	$ 2,057,791	$ 4,369,081	$ 2,207,552	$ 2,161,529
Economic development	$ -	$ -	$ -	$ -	$ -	$ -
Health, Education and Welfare	$ -	$ -	$ -	$ -	$ -	$ -
Total capital outlay expenditures	**$ 2,503,098**	**$ 4,830,201**	**$ 2,327,103**	**$ 8,248,993**	**$ 4,830,201**	**$ 3,418,792**
PROPRIETARY FUNDS						
Electric	781,760	796,750	14,990	2,689,537	796,750	1,892,787
Sewer	97,636	116,689	19,053	761,822	116,689	645,133
Solid Waste	137,951	-	(137,951)	212,629	-	212,629
Total Proprietary funds	$ 1,017,347	$ 913,439	$ (103,908)	$ 3,663,988	$ 913,439	$ 2,750,549
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	-	-	33,333	-	33,333
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	21,333	-	21,333
Road Construction - Street Resurfacing & Paving	-	-	-	62,479	-	62,479
2011 Road Construction - Street paving	-	-	-	331,188	-	331,188
Future Capital Improvement Projects	-	-	-	700,274	-	700,274
Capital Improvement funds - Other	-	399,325	399,325	535,191	399,325	135,866
Industrial Road Grant funds - Other	-	-	-	0	-	-
Total Other Governmental funds	$ -	$ 399,325	$ 399,325	$ 1,683,798	$ 399,325	$ 1,284,473
Total	$ 3,520,445	$ 6,142,965	$ 2,622,520	$ 13,596,779	$ 6,142,965	$ 7,453,814

Attachment: January 2021 Prelim Financial Reports (4529 : City's Financial Summary Report for January 2021.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/16/21 07:00 PM
Department: City Clerk
Category: Building Permit Report.
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4531

MAYOR'S REMARKS (ID # 4531)

January 2021 Monthly Building Report.

COMMENTS - Current Meeting:

Mayor Fuller asked Mr. Motley to give the January 2021 monthly building report and Mr. Motley did so.

CITY OF OPELIKA alabama

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

Fiscal Year To Date Report - 2021

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	14	35
Plumbing Upgrades	7	39
Electrical Upgrades	17	73
Mechanical Upgrades	12	60
Reroofs And Roof Repairs	7	38
Mobile Home Services	0	2
Building Additions/Accessory Structures	6	41

Yearly Totals For Oct. 1st - Sept. 30th		
2012	$	178,221,004.00
2013	$	61,881,917.00
2014	$	79,409,560.00
2015	$	192,080,600.00
2016	$	127,079,852.00
2017	$	166,673,506.00
2018	$	111,654,002.74
2019	$	111,553,698.66
2020	$	171,453,802.96

Total Permits Issued:

12	New Buildings: Commercial	$	14,232,523.20
24	Commercial Renovations And Repairs	$	4,696,422.00
20	Signs	$	217,631.47
112	New Single Family Homes	$	27,680,337.60
119	Residential Repairs And Renovations	$	2,410,811.61
174	New Townhomes	$	24,021,350.00
0	New Duplex Residences	$	-
0	Total Building Permits Issued	$	-

461	Permit Total Issued for FY 2021	$	73,259,075.88

Jeff Kappelman

JEFF KAPPELMAN
Chief Building Inspector

Attachment: Jan 2021 (4531 : January 2021 Monthly Building Report.)

CITY OF OPELIKA alabama

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

Monthly Permits for January 2021

Work & Repair On Buildings:

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

Monthly Totals for January

2012	$	2,746,405.00
2013	$	51,311,016.00
2014	$	3,666,190.00
2015	$	5,525,186.00
2016	$	5,632,291.00
2017	$	4,650,764.00
2018	$	6,360,684.00
2019	$	5,863,204.09
2020	$	4,361,581.25
2021	$	38,002,793.00

Total Permits Issued

7	New Buildings: Commercial	$	6,569,500.00
6	Commercial Renovations And Repairs	$	132,833.00
1	Signs	$	4,750.00
29	New Single Family Homes	$	7,662,406.00
17	Residential Repairs And Renovations	$	434,384.00
168	New Apartment Units	$	23,198,920.00
0	New Duplex Residences	$	-
0	Total Building Permits Issued	$	-

228	Total Permits for January 2021	**$38,002,793.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

ALABAMA'S 1ST GIG CITY OPELIKA

Attachment: Jan 2021 (4531 : January 2021 Monthly Building Report.)

Attachment: Jan 2021 (4531 : January 2021 Monthly Building Report.)

City of Opelika Building Inspections Department
January 2021 Monthly Building Permit Detail Report

Date Issued	Main Address	Work Class	Company	Valuation
1/4/2021	1900 TOWNE LAKE DR	Accessory Buildings		2,300.00
1/5/2021	2206 SANDERS CREEK DR	Accessory Buildings	SCHUMACHER HOMES LLC	86,000.00
1/5/2021	700 FLORAL ST	Accessory Buildings		4,200.00
1/5/2021	2004 YARBROUGH DR	Alteration	R&D ENTERPRISE INC	8,500.00
1/5/2021	1013 AVENUE C	Alteration	J MARSH ENTERPRISES INC	30,000.00
1/5/2021	3040 CAPPS WAY	Alteration	DANGIE CONSTRUCTION INC	82,000.00
1/6/2021	1312 DENSON DR	Alteration	SCOTT FOWLER CONSTRUCTION	70,000.00
1/6/2021	2006 HIGHPOINT DR	Roofs	SUPERIOR ROOFING CO	18,550.00
1/6/2021	2102 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	249,284.00
1/6/2021	1678 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	252,805.00
1/6/2021	638 HIGH DR	New Single Family Detached	STONE MARTIN BUILDERS	250,350.00
1/6/2021	2501 GATEWAY DR	New	RESCON GROUP	1,968,000.00
1/7/2021	3206 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	193,450.00
1/7/2021	2836 PEPPERELL PKWY	Tenant Build Out	MARSHALL & ASSOCIATES LLC	150,900.00
1/8/2021	3151 CAPPS WAY	Signs	FLORIDA CERTIFIED SIGN ERECTORS	4,750.00
1/8/2021	600 CAR TECH DR	Fire Alarm	MCCOY FIRE & SAFETY INC	0.00
1/12/2021	2638 DUNSTAN LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	218,382.00
1/12/2021	2634 DUNSTAN LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	177,228.00
1/12/2021	2713 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	230,685.00
1/12/2021	2701 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	269,516.00
1/12/2021	1683 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	438,006.00
1/12/2021	2651 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	248,602.00
1/12/2021	1677 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	253,689.00
1/12/2021	2597 BRITTANY LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	221,187.00
1/12/2021	2614 DUNSTAN LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	297,753.00
1/12/2021	2602 DUNSTAN LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	269,516.00
1/12/2021	305 N 25TH ST	Roofs	ARS	5,800.00
1/12/2021	1403 COVINGTON AVE	Driveway	THOMAS CONSTRUCTION	1,500.00
1/12/2021	2709 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	313,040.00
1/12/2021	1979 CANNON GATE DR	New Single Family Detached	STONE MARTIN BUILDERS	361,305.00
1/12/2021	2711 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	178,830.00

1/12/2021	2711 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	248,602.00
1/12/2021	2675 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	230,685.00
1/12/2021	2620 DUNSTAN LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	196,170.00
1/12/2021	2703 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	221,150.00
1/12/2021	1100 GLENN ST	Fire Alarm	HARRIS SECURITY SYSTEMS INC	8,333.00
1/13/2021	213 CARVER AVE	Fire Alarm	MCCOY FIRE & SAFETY INC	4,000.00
1/14/2021	2804 PEPPERELL PKWY	Tenant Build Out	MARSHALL & ASSOCIATES LLC	0.00
1/14/2021	2771 MILL LAKES RDG	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	221,466.00
1/16/2021	1500 SCOTT ST	Alteration	A&E HOLDINGS LLC	9,050.00
1/20/2021	712 M L KING BLVD	Alteration	GOLD HILL CONSTRUCTION	9,375.00
1/20/2021	1702 FREDERICK RD 1	New		14,000.00
1/20/2021	1702 FREDERICK RD 3	New		22,500.00
1/21/2021	1508 GRAND NATIONAL PKWY	Alteration		42,800.00
1/21/2021	2850 WYNDHAM VILLAGE DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	312,716.00
1/21/2021	800 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	367,606.00
1/21/2021	914 LAKESHORE AVE	Accessory Buildings		2,375.00
1/21/2021	832 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	269,009.00
1/21/2021	888 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	312,716.00
1/22/2021	2800 EASTPOINT WAY	Swimming Pool	Hughes Pools	22,500.00
1/22/2021	2007 NORTHHILLS DR	Alteration	Window World River Region	6,134.00
1/22/2021	1375 MCCOY ST	Apartments	Lajolla Construction Management	23,198,920.00
1/25/2021	2775 NATIONAL VILLAGE PKWY	Addition	FOUNTAINHEAD	30,000.00
1/25/2021	515 WINTERBURN AVE	Alteration	LETLOW CO LLC, THE (OCC TAX)	88,000.00
1/25/2021	3800 BENT CREEK RD A	Addition	LETLOW CO LLC, THE (OCC TAX)	163,000.00
1/26/2021	1138 WILLOW VIEW DR	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	304,242.00
1/27/2021	715 BUSH CREEK DR	New Single Family Detached	STONE MARTIN BUILDERS	268,405.00
1/27/2021	1682 VIOLET LN	New Single Family Detached	STONE MARTIN BUILDERS	286,011.00
1/27/2021	800 1ST AVE 1	Roofs	ALL-V ROOFING & RESTORATION LL	7,800.00
1/27/2021	3421 WIGDON RD	Accessory Buildings		28,000.00
1/29/2021	600 CAR TECH DR	Addition	MARSHALL DESIGN BUILD LLC	4,251,100.00
				$38,002,793.00

Jeff Kappelman, Chief Building Inspector

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/16/21 07:00 PM
Department: Planning
Category: Public Hearing
Prepared By: Marty Ogren
Initiator: Charles Mosley
Sponsors:
DOC ID: 4494

GENERAL BUSINESS (ID # 4494)

Public Hearing - Amend Village at Waterford PUD Master Plan, Hwy 169.

NOTICE OF PUBLIC HEARING
(VILLAGE OF WATERFORD PUD)

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 16, 2021, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend the Development Plan for Village of Waterford PUD. The Development Plan for Village of Waterford PUD was approved by the City Council as required by Section 8.18(n) of the Zoning Ordinance of the City. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO._____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR
VILLAGE OF WATERFORD PUD
(PHASES 3, 4 AND 5)

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

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

(a) Highland Hills, LLC and Scott Land Company heretofore submitted to the City a Development Plan for a planned unit development ("PUD") entitled "Village of Waterford PUD" consisting of approximately 80 acres.

(b) Pursuant to Ordinance No. 115-05, adopted on July 5, 2005, the City Council approved said Development Plan for Village of Waterford PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development ("PUD") for approximately 80 acres.

(c) Village of Waterford PUD is located northeast of Alabama Highway 169 and south of Old Columbus Road.

(d) Village of Waterford PUD is a mixed use development consisting of single-family detached homes, multi-family homes (apartments) and neighborhood commercial uses.

(e) Roger W. Fleming and Dawn Fleming, the owners of all of the property located within Phases 3, 4 and 5 of Village of Waterford PUD have heretofore submitted to the City a proposed Amended Development Plan for Phases 3, 4 and 5.

(f) The current Development Plan for Phase 5 of Village of Waterford provides for multi-family residential homes (apartments) located on 18.4 acres.

(g) The proposed Amended Development Plan for Phase 5 of Village of Waterford PUD provides for single-family home lots instead of apartments.

(h) The proposed Amended Development Plan for Village of Waterford PUD provides for a total of 199 single-family lots for Phases 3, 4 and 5. Some lots will be smaller than originally proposed. The minimum residential lot size will be 4,900 square feet and the minimum lot width will be 36 feet. The minimum building setbacks will be 18 feet for front and rear lots and 5 feet on side yards.

(i) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan for Phases 3, 4 and 5.

(j) The Planning Commission recommended approval of the amended Development Plan for Village of Waterford PUD (Phases 3, 4 and 5).

(k) It is advisable and in interest of the City and the public interest that the Amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan for Phases 3, 4 and 5 of Village of Waterford PUD as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. Copies of the

Amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance is to be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of January, 2021.

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

ATTEST:

_____
CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____
CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

END

All interested persons are invited to attend the Public Hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at City Hall, P.O. Box 390, Opelika, AL 36803 at any time prior to the Public Hearing and may be further submitted to the City Council at the meeting and Public Hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

WITNESS my hand this the ___day of _____, 2021.

_____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the January ___, 2021, issue of your

paper.

CITY CLERK

The applicant is requesting master plan amendment to construct only single family homes (sfh) on the final three phases of the PUD instead of single family homes and apartments. The amendment decreases the total number of dwelling units from 295 dwellings approved in 2005 to 199 total units, this decrease in units reduces the density from 8.2 dwelling units per acre in 2005 to 5.5 dwellings per acre. The amendment decreases the lot width for 108 of the 199 sfh home lots from 50 feet wide approved in 2005 to 36 to 40 feet wide. An amendment for the minimum building setbacks is also requested from 25 feet front & rear yards & 5 feet on side yard approved in 2005 to 18 feet front & rear yards and 5 feet side yard. The amendment adds an amenity lot for a community building, parking lot, and swimming pool for the Village of Waterford residences. Underground utilities and sidewalks on at least one side of street are required. A Planning Commission (PC) report with maps are attached. At the December 15th meeting, the PC voted 7 to 0 to send a positive recommendation to City Council to approve amendments to the master plan as described in the report. At the January 5th meeting , the CC reviewed the amendments and approved advertising for a CC PH.

COMMENTS - Current Meeting:

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said amendment. Jay Knight with Builder's Professional Group stated he was there on behalf of the builder to answer any questions anyone might have. No one else came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested:	Master Plan Revisions to Village of Waterford PUD
Location of Property:	Crawford Road (Hwy 169) & Waterford Blvd, Terminus of Lismore Drive
Property Owner(s):	Rodger W. Fleming and Dawn Fleming Foresite Group, LLC, authorized representative
Current Land Use:	Undeveloped
Current Zoning:	PUD (Planned Unit Development)

Master Plan Revisions to Village of Waterford PUD

At the April 2005 meeting, the Planning Commission reviewed a PUD rezoning request and master plan for the Village of Waterford and sent a positive recommendation to City Council to approve the PUD. At the July 2005 meeting, the City Council approved the PUD zone and master plan. The master plan is an 80 acre mixed use planned community consisting of single family homes, multifamily homes (apartments) and neighborhood commercial uses. The 6.5 acre commercial property (currently undeveloped) fronts on Highway 169 adjacent to the single family homes. Phase 1 thru 4 on the master plan is to construct 227 single family homes. Currently, about 70 of the 227 homes have been constructed or under construction. Phase 5, the last phase of the residential developments, is for apartments. The apartments are located on 18.4 acres with a maximum density approved at 12 units per acre allowing 220 apartment units.

The applicant's request for master plan amendments is to amend phase 3, 4, & 5 of the 2005 master plan. The revisions proposed is to construct only single family homes on the three phases instead of single family homes and apartments that were approved in 2005. Also, for some residential lots, the applicant is requesting a decrease in lot width and lot size. On all single family home lots, the applicant is requesting a change in the minimum building setbacks. At this time, the applicant believes the future housing market demand favors single family homes instead of apartment rentals.

On the 2005 Master Plan, phase 3, 4, and 5 total 295 dwelling units (74 single family homes & 221 apartment units) on 35.9 acres with a density of 8.2 dwelling units per acre. The 2005 Master Plan shows the single family lots are 50 to 60 feet wide. About 70 of the single family homes in phase 1 and 2 are constructed; these single family home lots range in size from 5,650 square feet (sf) to 8,700 sf.; the minimum building setbacks are 25 feet front & rear yards and 5 feet on side yard.

The master plan amendment to phase 3, 4, and 5 decreases the density of dwelling units from 8.2 dwelling units per acre approved in 2005 to 5.5 dwelling units per acre; 295 total units were proposed in 2005 (single family homes & apartment units); 199 total units are proposed with

Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at Waterford PUD, Highway 169 (4494 :

today's amendment request, a decrease of 96 dwelling units. The amendments show 108 lots 36 to 40 feet wide with a lot size average of 4,790 sf; the 108 lots range in size from 4,300 sf to 6,500 sf. The remaining 90 lots are 50 to 55 feet wide, average lot size at 6,970 sf; the 90 lots range in size from 4,900 sf to 9,400 sf. A change to the minimum building setbacks are requested for all 199 single family homes to 18 feet front & rear yards and 5 feet on side yard; in 2005, the minimum setbacks were 25 feet front & rear yards, 5 feet side yard.

The exterior material of homes is a combination of brick, lap siding and/or cedar shake siding. The homes are two-story with garage, 3 bedroom, 2.5 bath. The square foot range for homes on 36 foot wide lots are 1,220 sf to 1,800 sf; sale price of home is $200,000 more or less. On the 50 foot wide lots, the homes are 1,800 sf more or less; the sale price of these homes are $225,000 more or less. The revisions to the 2005 master plan also adds about ½ acre of 'open space/amenity' area along the east property line and a small neighborhood community building, parking lot, and swimming pool on a separate lot for the Village of Waterford residences.

Staff recommendation

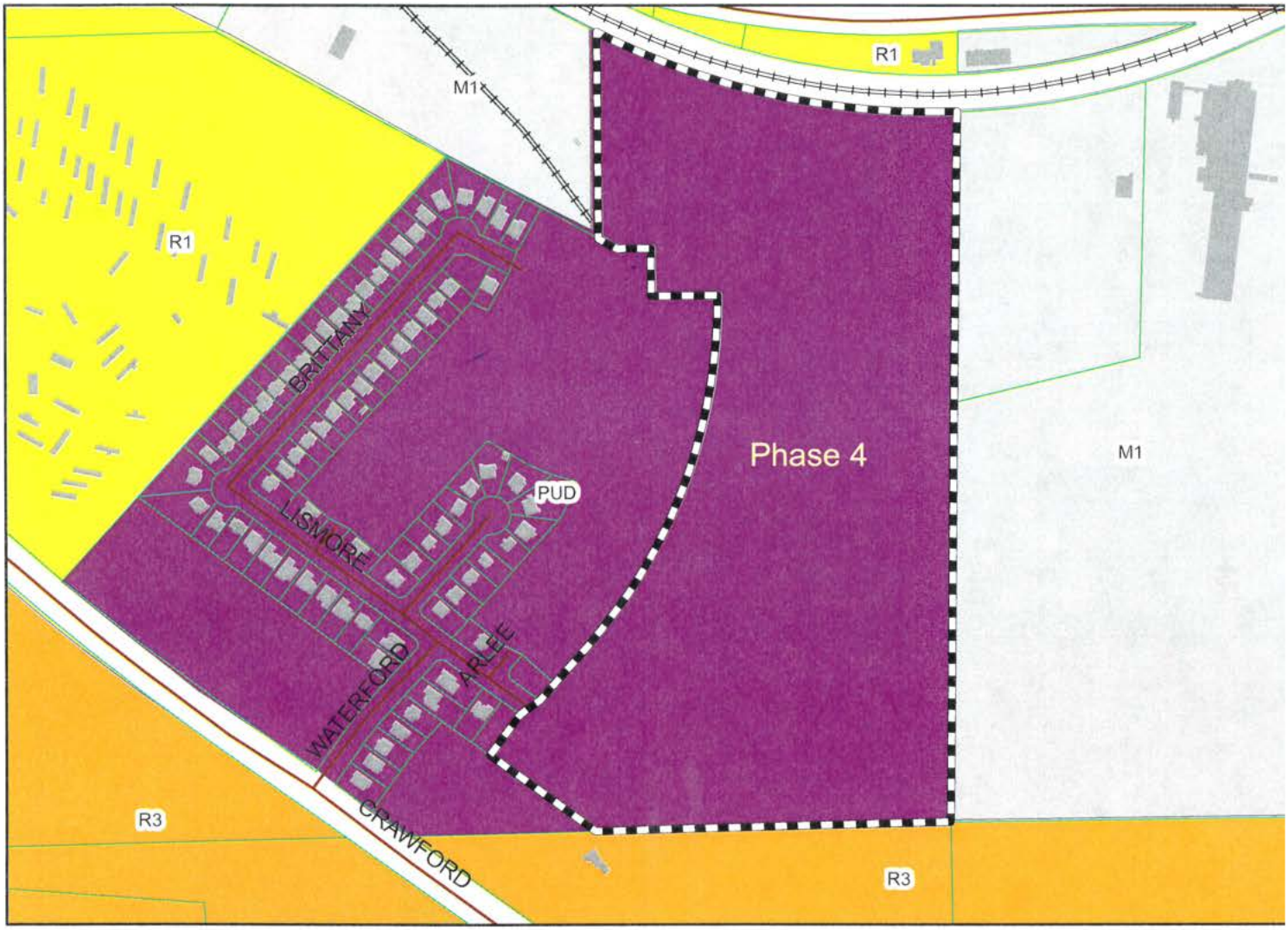
Staff recommends a positive recommendation be sent to City Council to approve the amendments to the 2005 Village of Waterford master plan from single family homes and apartments to single family homes only as described in this report and shown on the revised master plan. The said revisions to master plan are subject to the following:

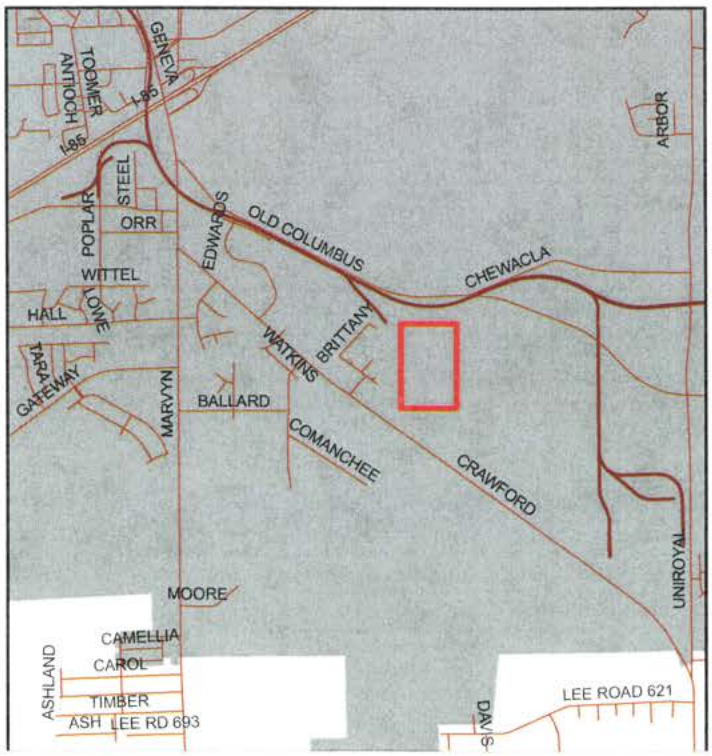
1. The minimum lot area and lot width shall be the size as shown on the preliminary plat (next agenda item).
2. Add a note on the revised master plan the minimum building setbacks for the single family home lots – 18 feet front & rear yards. 5 feet side yards.
3. Underground utilities required.
4. Sidewalks required on at least one side of all streets.
5. Add a note on amended master plan who is responsible for the construction and/or maintenance of the detention pond lots, open space/amenity areas, and community pool parcel. (Lot numbers are on preliminary plat, next agenda item).
6. Street trees shall be required as noted in Section 2.c.i in the master development plan. One tree for every two lots planted on private property.

At the December 15th meeting, the Planning Commission voted to send a positive recommendation to the City Council to approve amendments to the Village at Waterford Master Plan as described in this report. This recommendation includes the Commissioner's approval of Staff Recommendation provided in this report.

Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at Waterford PUD, Highway 169 (4494 :

VILLAGE AT WATERFORD PUD - MASTER PLAN REVISIONS
TERMINUS OF LISMORE DRIVE AND ARLEE AVENUE
MAJOR MASTER PLAN AMENDMENTS





The applicant requesting revisions of master p to construct single family homes (SFH) instead apartments; other amendments conc deceasing lot width for 108 lots and decreas minimum building setbacks. A lot for community building, parking lot, and swimm pool are added to the plan. City Council appro of master plan revisions is required.

Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be us

Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at Waterford PUD, Highway 169 (4494 :


N
VILLAGE AT WATERFORD
PHASE 3
KNIGHT
FORESITE
1 OF 1

THE VILLAGE AT WATERFORD SUBDIVISION, PHASE 4
SHEET 1 OF 2 (NOT VALID WITHOUT ALL SHEETS

SECTION 20 T 19 N Rg 27 E
OPELIKA LEE COUNTY ALABAMA
SCALE : 1" = 50' DECEMBER 1, 2020
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346

STATE OF ALABAMA
LEE COUNTY

ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN CARRIED OUT IN ACCORDANCE WITH THE CURRENT STANDARDS OF PRACTICE FOR SURVEYS IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WITNESS MY HAND AND SEAL THIS THE 14TH DAY OF DECEMBER 2020

ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
NSPS CERTIFIED SURVEYOR - UNLESS SIGNATURE AND STAMP IS IN RED INK

STATE OF ALABAMA
LEE COUNTY

I, JOHN PERRY ENDRES, JR., AS MAYOR OF BYRD'S MILL REGIONAL STRUCTURE, AS GRANTEE OF THE FINAL PROPERTY SUBDIVISION PLAT OF WATERFORD SUBDIVISION, PHASE 4 AS SURVEYED BY ARTHUR R. NETTLES AND CERTIFY THAT SAID PLAT IS IN ALL RESPECTS CORRECT AND DULY ATTESTED AS SHOWN.

WITNESS MY HAND, THIS _____ DAY OF DECEMBER 2020

JOHN PERRY ENDRES, JR., MAYOR
BYRD'S MILL REGIONAL GROUP 12

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC DULY AUTHORIZED IN AND FOR SAID STATE, HEREBY CERTIFY THAT JOHN PERRY ENDRES, JR., WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF DECEMBER 2020.

NOTARY PUBLIC
MY COMMISSION EXPIRES

NOTES:

1. THE PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GRID NORTH, AS ESTABLISHED BY GPS OBSERVATIONS USING THE ALABAMA STATE PLANE COORDINATE SYSTEM, ZONE WEST, NAD83 (2011) EPOCH 2010.00.
3. NOTES & CHORDS ON CHORDS.
4. ALL BEARINGS ARE ±, UNLESS OTHERWISE NOTED.
5. SOURCE OF INFORMATION USED IN THIS SURVEY OF "OPELIKA".
6. AS SURVEYED, LOCATED WITHIN THE LIMITS OF OPELIKA, ALABAMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF INSTALLING AND MAINTAINING SANITARY SEWERS AND APPURTENANCES, DESCRIBED AND RECORDED IN DEED BOOK 1999, PAGE 1, LEE COUNTY, ALABAMA RECORDS.
7. ALL PROPERTY CORNERS SET ARE 1/2" REBAR WITH CAP STAMPED "ARTHUR NETTLES AL 23346" UNLESS OTHERWISE NOTED.
8. ALL PROPERTY CORNERS SET ARE 1/2" REBAR WITH CAP STAMPED "ARTHUR NETTLES AL 23346" UNLESS OTHERWISE NOTED.
9. ACCORDING TO FLOOD INSURANCE RATE MAP NO. 01081C0129D, DATED MARCH 3, 2011, THIS PROPERTY IS IN ZONE X WHICH IS SET BY FEMA AS BEING OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND

VICINITY MAP
NOT TO SCALE

APPROVED BY THE OPELIKA PUBLIC WORKS DEPARTMENT, OPELIKA, ALABAMA
PUBLIC WORKS DIRECTOR: _____ DATE: _____

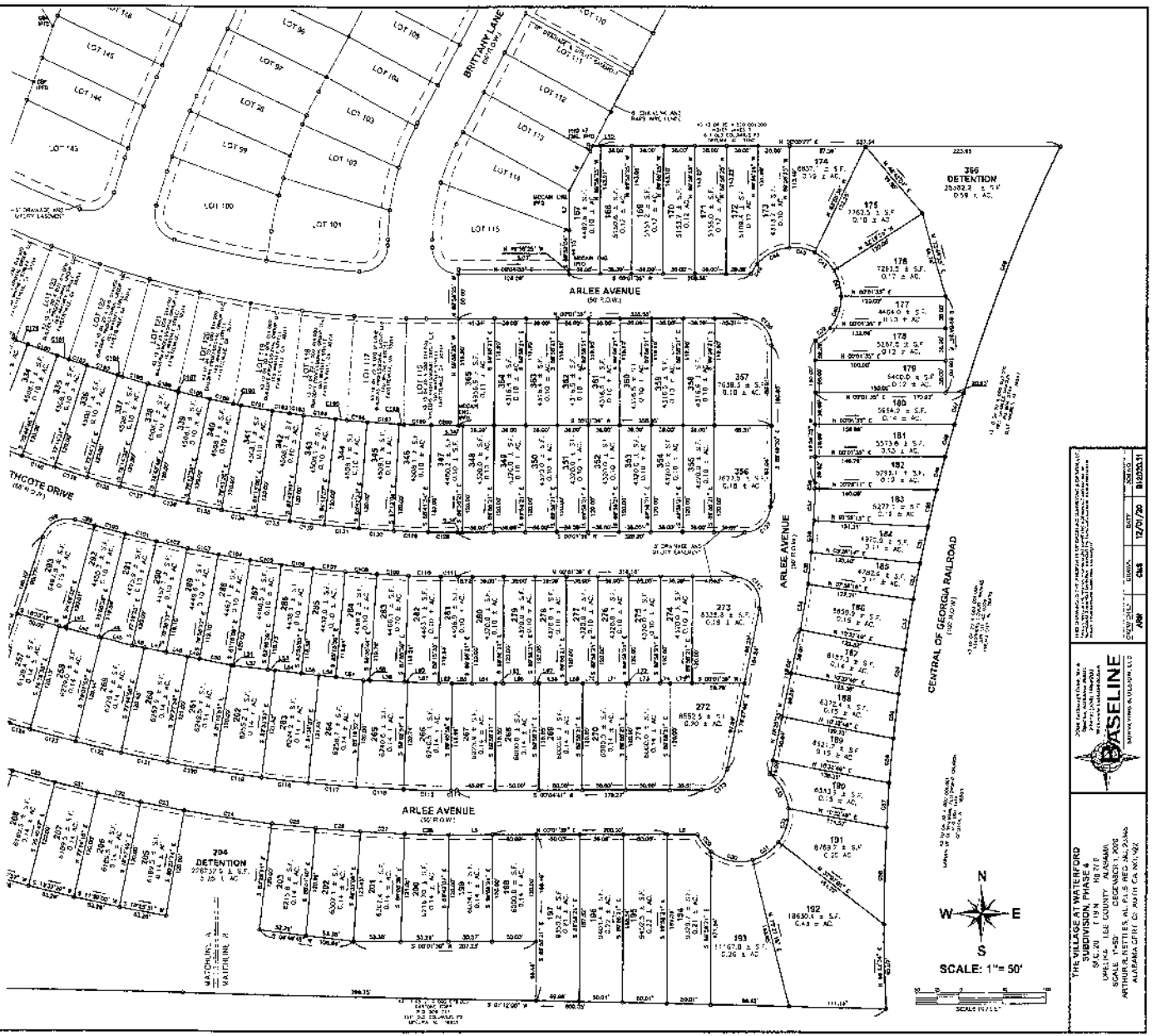
APPROVED BY THE OPELIKA CITY PLANNING DIRECTOR, OPELIKA, ALABAMA
PLANNING DIRECTOR: _____ DATE: _____

APPROVED BY THE OPELIKA CITY PLANNING COMMISSION, OPELIKA, ALABAMA
CHAIRMAN: _____ DATE: _____

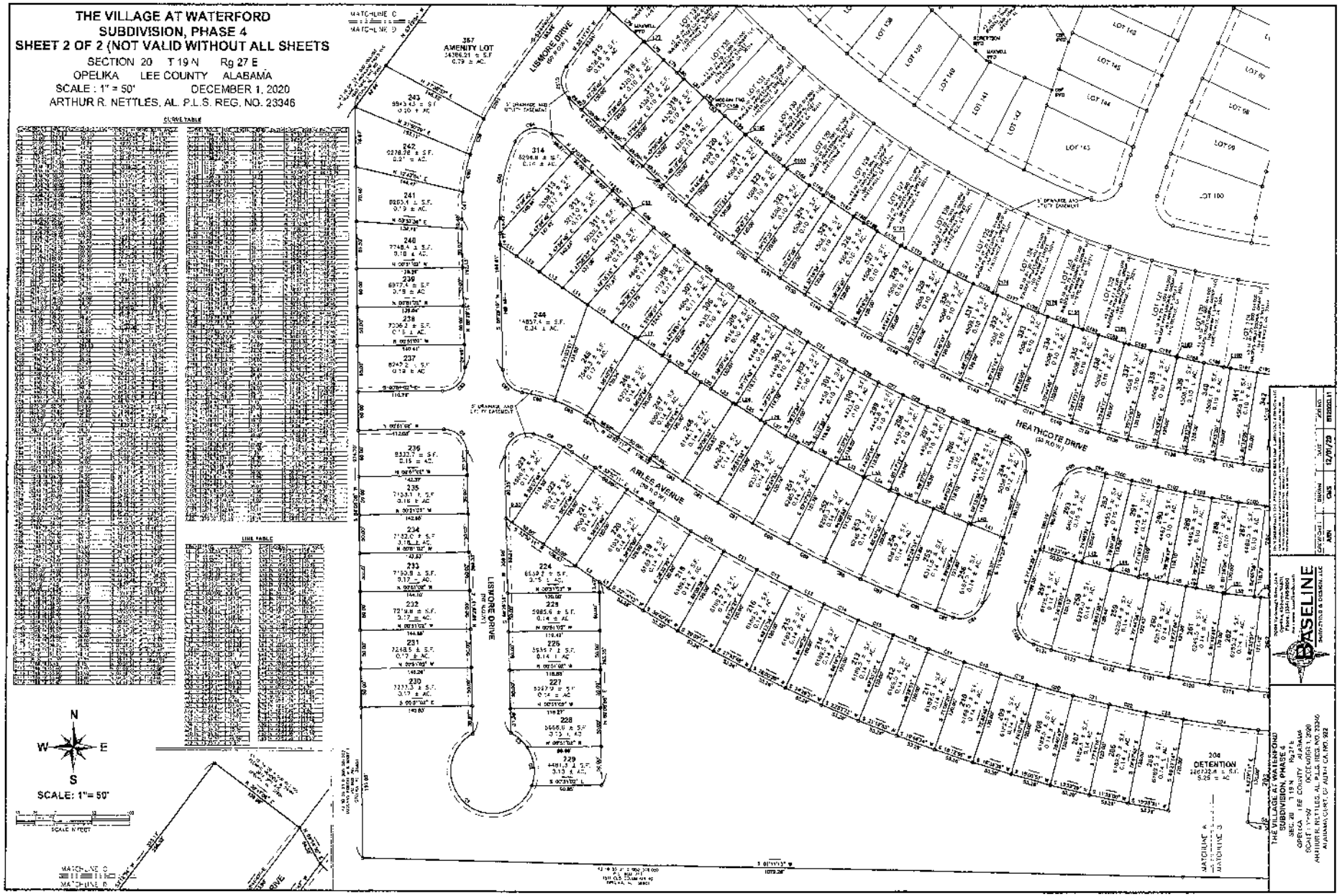
APPROVED BY THE OPELIKA CITY ENGINEER, OPELIKA, ALABAMA
CITY ENGINEER: _____ DATE: _____

APPROVED BY THE OPELIKA UTILITIES BOARD, OPELIKA, ALABAMA
OPELIKA UTILITIES BOARD: _____ DATE: _____

REVIEWED ON BEHALF OF OPELIKA HOMES SERVICES, OPELIKA, ALABAMA
OPELIKA HOMES SERVICES: _____ DATE: _____



Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at



Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at



Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at

KNIGHT Homes

RAINTREE II

WEST PARK





www.KnightHomes.com

Plans are illustrative and subject to change without notice. Copyright © Knight Homes

Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at



Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at

KNIGHT Homes

WALLACE

WEST PARK





www.KnightHomes.com

Plans are illustrative and subject to change without notice. Copyright © Knight Homes

Attachment: Compressed - PC Report, Map, Lot Layout, Floor Plans - Master Plan Revisions, Village at

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/16/21 07:00 PM
Department: Planning
Category: Zoning
Prepared By: Marty Ogren
Initiator: Charles Mosley
Sponsors:
DOC ID: 4498

GENERAL BUSINESS (ID # 4498)

Public Hearing - Rezoning, 14.3 Acres, Enterprise Drive & Center Hills Drive.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 16, 2021, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

> From a R-4 District (Medium Density Residential District) to a C-2 District (Office/Retail District), the parcel of land hereinafter described:
>
> That certain property consisting of 21.20 acres of land at terminus of Center Point

Subdivision and designated for future development on that certain plat of Center Point Subdivision First Revisions and First Addition recorded in Plat Book 14, at Page 152, in the Office of the Judge of Probate of Lee County, Alabama.

LESS AND EXCEPT, all of the portion of the above-described property that is currently zoned R-4.

The above-described property is located at the terminus of Enterprise Drive and Center Hills Drive and contains approximately 14.3 acres.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ___day of _____, 2021.

_____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Please publish the foregoing Notice one (1) time in the _____, 2021, issue of your paper.

CITY CLERK

The applicant is requesting rezoning 14.3 acres from a R-4 (high density residential) & C-2 (office & retail) zoning district to a C-2 (office & retail) zone. A 6.37 acre area owned by the applicant and adjacent to the rezoning property is currently in a C-2 zoning district. The applicant is requesting a C-2 zone for the remaining 14.3 acre portion of the property that connects to Center Hill Drive. The adjacent properties on the east and north side are undeveloped and zoned for commercial. The adjacent properties to the south side are zoned C-2 and access either Center Hill Drive or Enterprise Drive; both streets are developed with existing businesses. At the December 15th meeting, the Planning Commission (PC) voted 7 to 0 to send a positive recommendation to CC to rezone the property. A PC report and map are attached. At the January 5th meeting, Planning reviewed the rezoning with CC and requested advertising for a CC PH.

COMMENTS - Current Meeting:

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission
Planning Department Report

Action Requested:	Rezoning 14.3 acres of a 20.6 acre parcel from R-4 (high density residential) to C-2 (office-retail)
Location of Property:	Terminus of Enterprise Drive and Center Hill Drive
Property Owner(s):	Gateway Properties, LLC
Current Zoning:	R-4 and C-2 (Medium Density Residential and Office/Retail)
Proposed Zoning:	C-2 (Office/Retail)
Existing Land Use:	Undeveloped

Surrounding Zoning Districts And Land Uses:

North	C-3	Undeveloped
South	C-2	Commercial Uses
East	C-2	Undeveloped
West	R-4	Undeveloped

Rezoning

The applicant is requesting to rezone 14.3 acres of a 20.6 acre parcel from R-4 (Medium Density Residential) zoning district to a C-2 (Office/Retail) zoning district. A 6.37 acre east section of the applicant's 20.6-acre parcel is currently in the C-2 zoning district. The applicant is requesting a C-2 zone for the 14.3 acre west section of the property that connects to Center Hill Drive.

The adjacent properties on the east and north side of the rezoning property are undeveloped and zoned for commercial. The adjacent property to the south side connects into two existing streets - Center Hill Drive and Enterprise Drive. Both streets are developed with existing businesses in a C-2 zoning district. The adjacent property to the west is in the R-4 zone and undeveloped.

The rezoning parcel will most likely be on the route for a future road project, the extension of Thomason Drive. The applicant is aware of this future road project.

Attachment: PC Report & Map, Rezoning Request, 14.3 acres, Enterprise Drive and Center Hill Drive, R-4 & C-2 to C-2 (4498 : Public Hearing -

Staff Recommendation

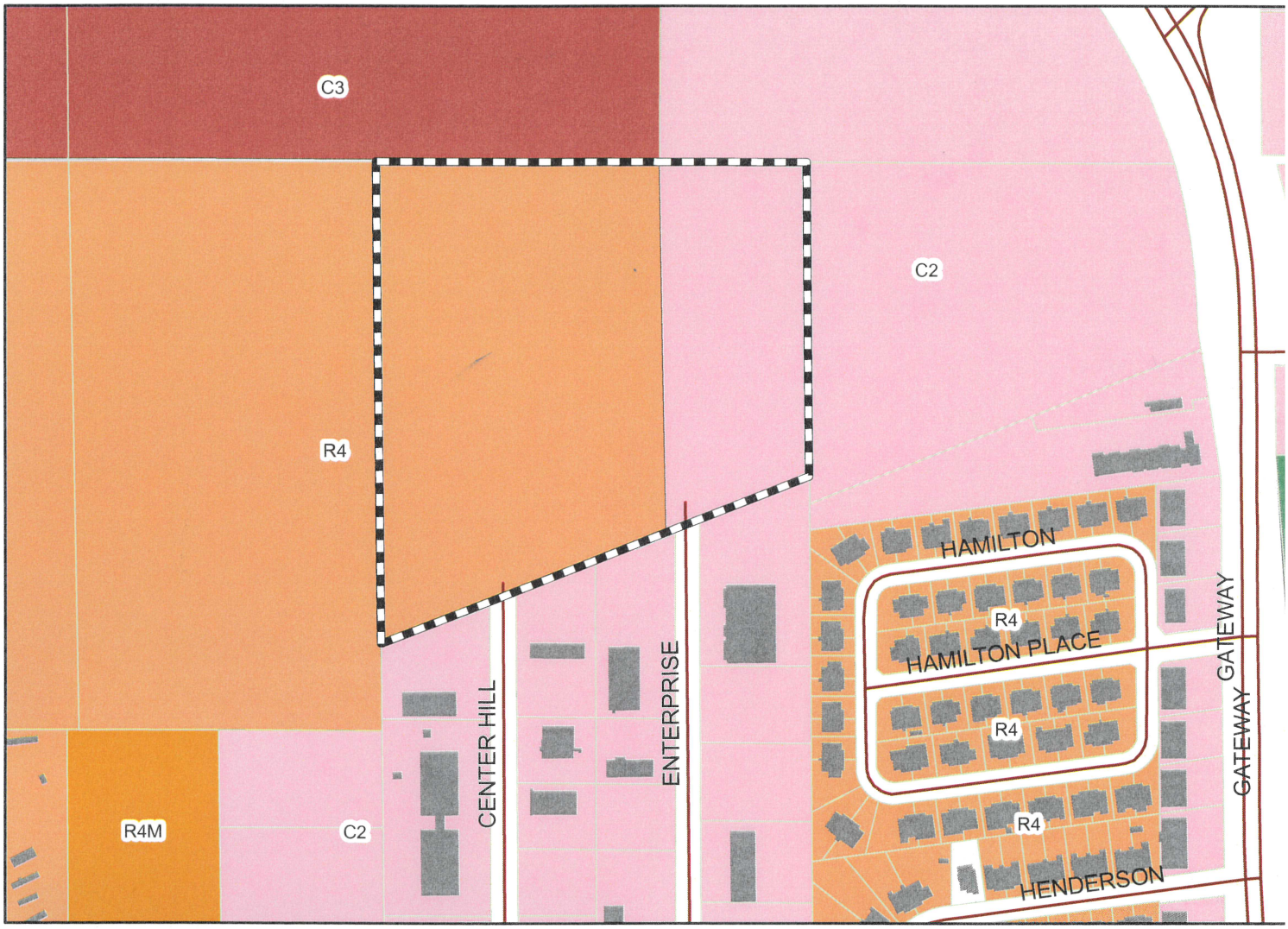
Staff believes the rezoning request is appropriate for this location since 6.37 acres of the applicant's parcel is currently in a C-2 zone, an adjacent C-2 zoning district is located south and east of the rezoning parcel, and the existing land use category "Light Commercial" is designated on the Future Land Use Map for the rezoning property.

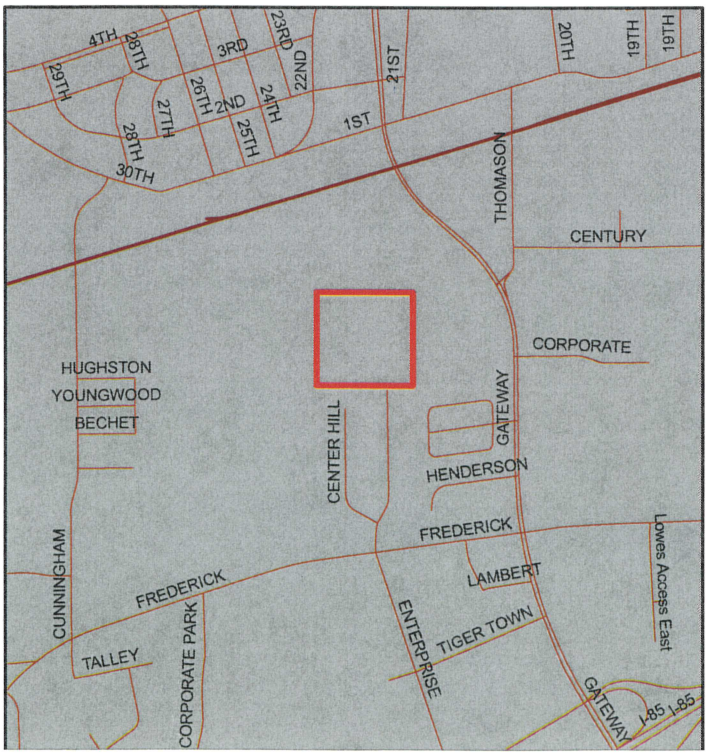
Staff recommends the Planning Commission send a positive recommendation to the City Council to rezone the property from R-4 and C-2 to C-2.

At the December 15th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to the City Council to approve the rezoning from R-4 & C-2 to C-2.

Attachment: PC Report & Map, Rezoning Request, 14.3 acres, Enterprise Drive and Center Hill Drive, R-4 & C-2 to C-2 (4498 : Public Hearing -

GATEWAY DEVELOPMENT LLC REZONING
TERMINUS OF ENTERPRISE DRIVE AND CENTER HILL DRIVE
R-4 & C-2 TO C-2





The applicant is requesting to rezone 14.3 acres his 20.6 acre parcel to C-2 for a future developme (the remaining 6.3 acres are currently in a C zone). The adjacent properties to the south a east are in a C-2 zoning district. The C-2 zo allows office and retail type uses; the outsi storage of products for sale in a C-2 zone is limit and requires conditional use approval.

Subject Property

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/16/21 07:00 PM
Department: Planning
Category: Zoning
Prepared By: Marty Ogren
Initiator: Charles Mosley
Sponsors:
DOC ID: 4496

GENERAL BUSINESS (ID # 4496)

Public Hearing - Rezoning, 38.4 Acres, Fox Run Ave & Douglas Street.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 16, 2021, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA
(FOX RUN EXTENSION PUD)

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

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

(a) The City of Opelika and Opelika Industrial Authority heretofore submitted to the City a development plan for a planned unit development ("PUD") on approximately 38.4 acres, designated as "Fox Run Extension PUD".

(b) The proposed development is located at the terminus of Fox Run Avenue and on each side of Douglas Street.

(c) The proposed development is a residential development consisting of 51 single-family home lots and 3 undeveloped common area lots. Residential lots will range in size from 10,700 square feet to 24,470 square feet. The minimum lot width will be 70 feet.

(d) The Planning Commission heretofore conducted a public hearing of the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is advisable and in the interest of the City and the public interest that the proposed property described in Section 3 below should be developed as a residential planned unit development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18(N) of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcels of land shall be changed from a R-3 District (Low-Density Residential District), a M-2 District (Industrial District) and a I-1 District (Institutional District) to a Planned Unit Development (PUD) on the official zoning map of the City.

PARCEL A

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87 ^{0} 16 ^{1} 38"E, 1402.86 feet; thence N89 ^{0} 22 ^{1}46"E, 500.03 feet; thence N89 ^{0} 22 ^{1} 36 ^{1} 'E, 387.76 feet to a 1" open-top iron pin; thence N19 ^{0}05 ^{1} 12"W, 457.42 feet to a 1/2" rebar and the True Point of Beginning of the Parcel of Land herein described; thence N19 ^{0} 52'48"W, 43.93 feet to a 1" open-top iron pin; thence N47 ^{0} 11'28"W, 461.61 feet to a 1" open-top iron pin; thence N7 ^{0} 38'45"W, 131.23 feet to a 1/2" rebar with cap marked LS26956; thence N8 ^{0} 26'13 ^{11} W, 74.94 feet to a 1/2 ^{11} rebar with cap marked LS26956; thence N8 ^{0} 18'23"W, 75.15 feet to a 1/2" rebar with cap marked LS26956; thence N8 ^{0} 12'10"W, 74.85 feet to a 1/2" rebar; thence N8 ^{0}21'38"W, 147.44 feet to a 1/2" rebar with an unreadable cap; thence N81 ^{0}44 ^{1} 34"E, 73.55 feet to a 1-1/2" x 2-1/2" angle iron; thence N81 ^{0} 32'08 ^{tl} E, 73.09 feet to a 11/2" x 2-1/2" angle iron; thence N81 ^{0} 31 ^{1} 48"E, 51.52 feet to a 1-1/2" x 2-1/2" angle iron; thence N69 ^{0} 38 ^{1} 21"E, 71.03 feet to a 1/2" rebar with cap marked LSI 1232; thence N69 ^{0}35'40"E, 115.00 feet to a 1/2" rebar with cap marked LS11232; thence N69 ^{D} 35 ^{1}40"E, 89.96 feet to a 1/2" rebar; thence

N89 ^{0}03'19"E, 75.72 feet to a set 1/2" rebar with cap marked LS18677 and the westerly R/W line of Douglas Street; thence, along said R/W line, southwesterly along a curve concave northwesterly and having a radius of 270.00 feet, an arc length of 23.17 feet, and a chord bearing and distance of S7 ^{0}45'11"W, 23.16 feet to a 5" square concrete

monument; thence S10 ^{0} 13'14"W, 198.80 feet to a 5 ^{11} square concrete monument; thence southeasterly along a curve concave northeasterly and having a radius of 330.00 feet, an arc length of 380.10 feet, and a chord bearing and distance of S22 ^{0}48 ^{t} 01"E, 359.43 feet to a 5" square concrete monument; thence S55 ^{0}4T35"E, 460.72 feet to a 5" square concrete monument; thence southeasterly along a curve concave southwesterly and having a radius of 270.00 feet, an arc length of 198.84 feet, and a chord bearing and distance of S34 ^{0}46 ^{1} 37"E, 194.38 feet to a set 1/2" rebar with cap marked LS18677; thence, leaving said R/W line, S89 ^{0} 05 ^{1} 29"W, 698.38 feet to the True Point of Beginning.

Containing 12.252 Acres, more or less.

PARCEL B

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87 ^{0} 16'38 ^{11} E, 1402.86 feet; thence N89 ^{0} 22 ^{1}46"E, 500.03 feet; thence N89 ^{0} 22'36 ^{1}'E, 387.76 feet to a 1" open-top iron pin; thence N19 ^{0} 05 ^{t} 12"W, 457.42 feet to a 1/2" rebar; thence N89 ^{0} 05 ^{1} 29"E, 698.38 feet to a set 1/2" rebar with cap marked LS18677 on the westerly R/W line of Douglas Street; thence, leaving said R/W line, N89 ^{0}05'29"E, 60.75 feet to a set 1/2" rebar with cap marked LS18677 on the easterly R/W line of Douglas Street and the True Point of Beginning of the Parcel of Land herein described; thence, along said R/W line, northwesterly along a curve concave southwesterly and having a radius of 330.00 feet, an arc length of 256.42 feet, and a chord bearing and distance of N33 ^{0} 31B9"W, 250.02 feet to a damaged 5" square concrete monument; thence N55 ^{0}47'20"W, 460.48 feet to a 5" square concrete monument; thence northwesterly along a curve concave northeasterly and having a radius of 270.00 feet, an arc length of 311.25 feet, and a chord bearing and distance of N22 ^{0} 45'54"W, 294.30 feet to a 5" square concrete monument; thence N10 ^{0} 12'01"E, 198.81 feet to a damaged 5" square concrete monument; thence northeasterly along a curve concave northwesterly and having a radius of 330.00 feet, an arc length of 63.97 feet, and a chord bearing and distance of N4 ^{0}49 ^{1} 04"E, 63.87 feet to a damaged 5 ^{1} ' square concrete monument; thence N1 ^{0} 12'58"W, 58.22 feet to a set 1/2" rebar with cap marked LS18677; thence northwesterly along a curve concave southwesterly and having a radius of 430.00 feet, an arc length of 34.39 feet, and a chord bearing and distance of N3 ^{0} 12'42"W, 34.38 feet to a 1/2" rebar, bent; thence, leaving said R/W line, N84 ^{0} 29'20"E, 145.32 feet to a 1/2" rebar, bent; thence N75 ^{0} 19'29"E, 119.26 feet to a point in the center of a branch; thence, leaving said branch, N89 ^{0} 01'04"E, 90.53 feet to a 1/2" rebar with an unreadable cap; thence N88 ^{0}57'24"E, 79.96 feet to a 1/2" rebar with an unreadable cap; thence N89 ^{0} 02 ^{1} 26"E, 79.97 feet to a 1/2" rebar with an unreadable cap; thence N89 ^{0} 03 ^{1} 21"E, 79.85 feet to a 1/2" rebar; thence S0 ^{0} 56 ^{1} 33"E, 730.96 feet to a 1/2" rebar; thence N61 ^{0} 23'24"E, 200.00 feet to a set 1/2" rebar with cap marked LS18677; thence S0 ^{0} 56 ^{1} 33"E, 502.46 feet to a set 1/2" rebar with cap marked LS18677; thence S89 ^{0} 05'29"W, 191.11 feet to the True Point of Beginning.

Containing 13.304 Acres, more or less.

ALSO: Lots 13 and 14 of A Re-subdivision of Lot-6 & a Portion of Lot-8 Fox Run Industrial Park First Revision First Addition as recorded in Plat Book 13, Page 60, Probate Office, Lee County, Alabama. LESS & EXCEPT that area dedicated for Douglas Street through the middle of said lots.

Containing 16.23 Acres, more or less.

The above-described property, containing approximately 38.4 acres, is located at the terminus of Fox Run Parkway and lies on each side of Douglas Street.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

END

All interested persons are invited to attend the Public Hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at City Hall, P.O. Box 390, Opelika, AL 36803 at any time prior to the Public Hearing and may be further submitted to the City Council at the meeting and Public Hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

WITNESS my hand this the ___day of _____, 2021.

_____

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the January ____, 2021, issue of your paper.

_____

CITY CLERK

The applicant is requesting rezoning 38.4. acres from a R-3 (medium density residential, M-2 (public manufacturing), & I-1 (institutional) zoning district to a PUD (planned unit development) zone. Most of the adjacent properties that border the rezoning property on the north, east, and west sides are zoned R-3 in a single family home subdivision. Other adjacent properties on the south are zoned M-2 and I-1; the I-1 zone is in West Ridge Park. A total of 51 single family homes are proposed for the rezoning property. The lots range in size from 10,700 sf to 24,470 sf; lot width 70 feet. The rezoning property is near three subdivisions with 300+ homes on similar size lots as the rezoning property. At the December 15th meeting, the Planning Commission (PC) voted 7 to 0 to send a positive recommendation to CC to rezone the property. A PC report and map are attached. At the January 5th meeting, Planning reviewed the rezoning with CC and requested permission to advertise for a CC PH

COMMENTS - Current Meeting:

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested: Rezoning – 38.4 acres, from R-3, M-2, & I-1 to PUD

Location of Property: Fox Run Avenue & Douglas Street

Property Owner(s): City of Opelika/Opelika Economic Development

Current Zoning: I-1, M-2, & R-3

Proposed Zoning: PUD (Planned Unit Development)

Existing Land Use: Undeveloped

Surrounding Zoning Districts And Land Uses:

North	R-3	Single-family homes
South	M-2	I-85
East	M-2, I-1	Undeveloped (I-85)
West	R-3, M-2	Undeveloped

About ten years ago a 2,400 foot extension of Fox Run Avenue was constructed to connect Fox Run Avenue with Douglas Street. The rezoning property is located on each side of the Fox Run Avenue extension. The street extension provided a southern route to Fox Run Parkway & Columbus Parkway for the 300+ residential property owners in West Ridge, Stephens Ridge, and Stephens Woods subdivisions, and for citizens visiting West Ridge Park. Before the Fox Run Avenue extension, the only entry & exit to a major street for the 300+ homeowners was West Point Parkway, located on the north side of the subdivisions.

The applicant is requesting rezoning 38.4 acres from R-3, M-2, & I-1 to PUD. A total of 51 single family homes are proposed for the rezoning property. The lots range in size from 10,700 square feet (sf) to 24,470 sf, and lot width 70 feet or more at the property line, or a minimum 70 feet at the front building setback line. Most of the adjacent properties that border the rezoning property on the north, east, and west sides of the rezoning property are zoned R-3 in the West Ridge subdivision - a 115 lot single family home subdivision developed late 1970's and 1980s; single family homes occupy 13 of the 16 adjacent lots; three lots are vacant. In comparison to the rezoning property, the West Ridge lots range in size from 10,400 sf to 17,300 sf.; most lots are 80 feet wide. The proposed 51 single family home lots in the rezoning property and the existing adjacent lots are similar in lot size and width.

The other adjacent properties on the south part of the rezoning property are zoned M-2 (public manufacturing zone) and I-1 (Institutional, a small portion of West Ridge Park). These properties are

Attachment: PC Report & Map, Rezoning Request, 38.4 acres, Fox Run Avenue & Douglas Street, R-3, M-2, I-1 to PUD (4496 : Public Hearing -

undeveloped wooded areas. The M-2 zoned properties are managed by the Opelika Economic Development Authority. The rezoning property includes a small area (less than 1 acre) on the east side of Fox Run Avenue located in an I-1 zone; this property is part of West Ridge Park.

Three lots with a combined total of 22. 5 acres are designated common or detention pond area. Lot 13 (16.7 acres) borders the rezoning property on the entire west side; the lot is reserved as "Common Area/ Detention Area"; a creek runs north to south through Lot 13 preventing further subdivision; a small 17,500 sf area of Lot 13 is in a floodplain. Lot 44 (5 acres) and Lot 42 (0.85 acres) are labeled "Common Area"; these lots border the rezoning property on the east side. A creek also runs through these lots hindering further subdivision.

The PUD zone allows the applicant to modify the minimum building setbacks typically used for residential lots. The applicant is requesting minimum setbacks of 25 feet front yard, 5 feet side yard, and 20 feet rear yard. (A typical minimum building setback for the proposed lots is 30 feet front yard, 25 feet rear yard, 10 feet side yard,).

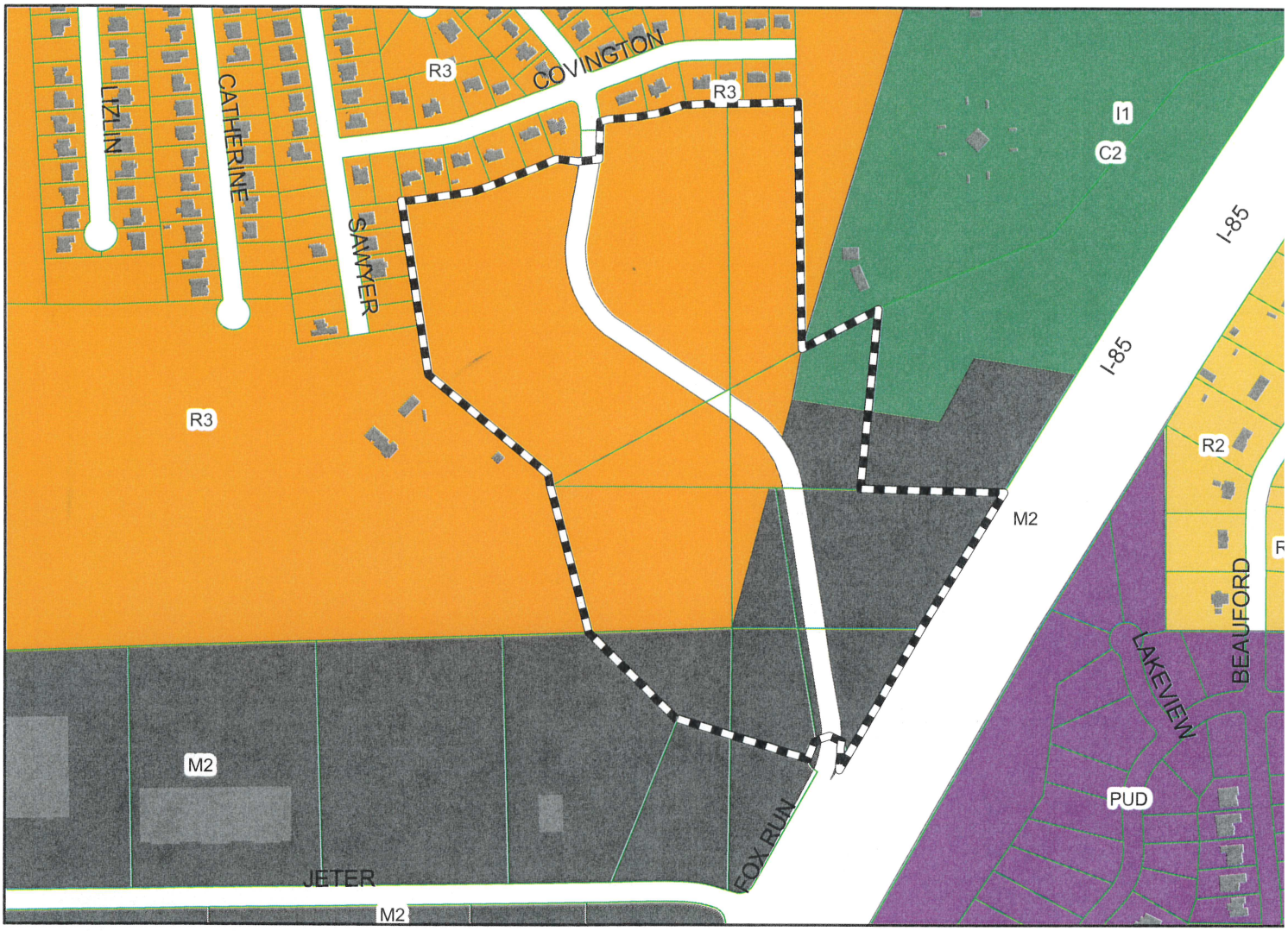
Recommendation

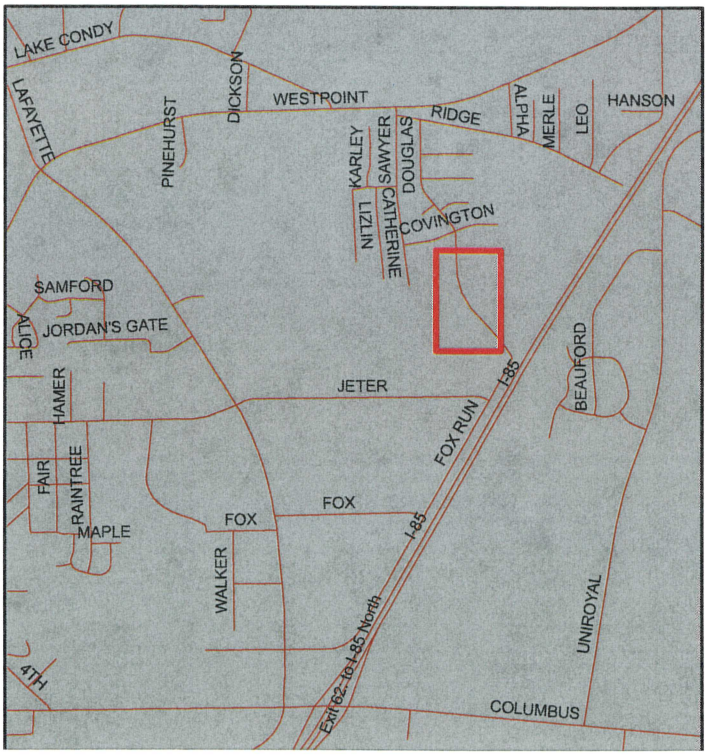
The proposed 51 single home lots are compatible with the existing residential single family home lots in the adjacent West Ridge, Stephens Woods, and Stephens Ridge subdivisions. Planning Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from R-3, M-2, and I-1 to PUD.

At the December 15th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to the City Council to approve the rezoning from R-3, M-2, and I-1 to PUD.

Attachment: PC Report & Map, Rezoning Request, 38.4 acres, Fox Run Avenue & Douglas Street, R-3, M-2, I-1 to PUD (4496 : Public Hearing -

FOX RUN AVENUE & DOUGLAS STREET REZONING
FOX RUN AVENUE & DOUGLAS STREET
R-3, M-2, & I-1 TO PUD





The applicant is requesting to rezone 38.4 acr to a PUD for 51 single family home lots; the SF lots range in size from10,700 sf to 29,400 Three lots (22 acres total) are reserved common or detention area.The property is ne West Ridge Park.

Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be use

Attachment: PC Report & Map, Rezoning Request, 38.4 acres, Fox Run Avenue & Douglas Street, R-3, M-2, I-1 to PUD (4496 : Public Hearing -

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 019-21

Meeting: 02/16/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4536

North Uniroyal and Ballard Ave Culvert Replacement Project - ENG.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the North Uniroyal and Ballard Avenue Culvert Replacement Project for the Engineering Department; and

WHEREAS, Robinson Paving Co. submitted the lowest bid meeting specifications; and

WHEREAS, funding for this project will come from Stormwater Improvement Capital funds;

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

1. That the contract be awarded to Robinson Paving Co. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Robinson Paving Co. in the total amount of $220,230.00.

3. That the Controller be 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 _____, 2021.

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

ATTEST:

_____
Russell A. Jones
City Clerk

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

Council Meeting: 2/16/21

FACT SHEET

SUBJECT: Sealed Bid – Bid #21007 – We are asking the Council to approve a contract for the North Uniroyal and Ballard Avenue Culvert Replacement Project

FACTS:

- Bid opening date – 2/9/21
- User Department – Engineering
- The bid was mailed to 16 vendors
- 6 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Robinson Paving Co. on their low bid meeting specifications in the amount of $220,230.00.**

Attachment: 2-16-21 - NORTH UNIROYAL AND BALLARD AVENUE CULVERT REPLACEMENT PROJECT 21007 - BID PKT (019-21 : North

BID# 21007 DATE: 2/9/21 DEPT: ENGINEERING			16 VENDORS INVITED	
DESCRIPTION: NORTH UNIROYAL AND BALLARD AVENUE CULVERT REPLACEMENT PROJECT				6 BIDS RECEIVED
VENDOR	**TOTAL**	**ALT BID TOTAL**	**TERMS**	**DISCOUNT**
AAA GENERAL CONTRACTORS INC				
ALEXANDER CONTRACTING CO INC				
CB AND A CONSTRUCTION	$ 226,764.39			
CIRCLE K SREVICES LLC				
D & J ENTERPRISES INC				
EAST AL PAVING CO INC				
HUDMON CONSTRUCTION				
JBAR CONSTRUCTION				
KADELL INDUSTRIES				
ROBINSON PAVING CO	**$ 220,230.00**			
SDAC				
SOUTHERN CONTRACTORS	$ 314,995.00			
TAKCO CONSTRUCTION				
TRIPLE J CONSTRUCTION LLC	$ 255,110.00			
NEWELL ROADBUILDERS	$ 270,664.75			
WARR GRADING				
Evergreen Siteworks	$ 221,997.50			

Attachment: 2-16-21 - NORTH UNIROYAL AND BALLARD AVENUE CULVERT REPLACEMENT PROJECT

RESOLUTION NO. 020-21

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
Mandy Johnson	Parks & Rec	286.72

) 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 _____, 2021.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

EXPENSE REPORT

NAME Mandy Johnson

DEPARTMENT Parks & Recreation

PERIOD ENDING 1/27/21

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
Tues												0.00
WED 1/27	Orange Beach, AL					143.36						143.36
THU												0.00
FRI												0.00
SAT 1/23	Orange Beach, AL					143.36						143.36
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	286.72	0.00	0.00	0.00	0.00	0.00	286.72

WEEKLY TOTAL EXPENSES

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

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

NUMBER OF DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
ARPA State Conference

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☐ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
1/23	Mileage, Sportplex to OB 256 miles	143.36
1/27	Mileage, OB to Sportsplex 256 miles	143.36

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Send to Mandy Johnson at Parks & Rec Dept

SIGNATURE

APPROVED BY

Attachment: CCCP01@opelika-al.gov_20210211_155852 (020-21 : Expense Reports from various departments.)

RESOLUTION NO. 021-21

Emergency Purchase - Pump - PW.

RESOLUTION NO. _____

WHEREAS, the Non-Clog Submersible Pump needs replacing at the Uniroyal Lift Station and;

WHEREAS, The Uniroyal Lift Station is the central lift station for several other stations that send sanitary sewer to our Eastside Treatment Facility. It is vital to maintain operations for this station to process the discharge to our facility; and

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

WHEREAS, purchase will be made from Hydra Service; and

WHEREAS, the cost of the purchase is estimated to be $36,995.00; and

WHEREAS, the cost of the purchase will come from the Sewer Collection Account;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager is correct in awarding an emergency purchase order to Hydra Service for an estimated amount of $36,995.00.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for these repairs.

APPROVED AND ADOPTED this the _____ day of _____, 2021.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

P.O. Box 365, 2104 Hwy 160, Warrior AL 35180
Telephone (205) 647-5326 Fax (205) 647-7449

TO:	Derrick Askew City of Opelika Wastewater Treatment	FROM: PHONE:	Jake Nowakoski 205-518-2465
PHONE: EMAIL: REF:	334-705-5470 daskew@ci.opelika.al.us Old Golf Course Lift Station & Force Main	DATE: QUOTE:	February 3, 2021 0221-102

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION	PRICE EA	TOTAL PRICE
Option 1			

1	Sulzer XFP105J-CB2 PE630/4 Non-Clog Submersible pump
	● 84hp 460v 3ph, PE5 frame
	● Based on 884 gpm @ 180' tdh w/143' static head
	● Impeller Trim: 13.5"
	● 4" discharge, 2238lbs
	● 49' cable
	  ● see attached information
	  ● ***17-18 wks ARO***
		$32,900.00	$32,900.00

Option 2			

1	Sulzer XFP105J-CB2 PE630/4 Non-Clog Submersible pump
	● w/Cooling Jacket, Wet Pit Installation
	● w/Full Monitoring (w/ 3 RTDs)
	● w/SS w/Full Monitoring (w/ 3 RTDs)
	● 84hp 460v 3ph, PE5 frame
	● Based on 884 gpm @ 180' tdh w/143' static head
	● Impeller Trim: 13.5"
	● 4" discharge, 2238lbs
	● 49' cable
	  ● see attached information
	  ● ***3-4 wks***
		$36,995.00	$36,995.00

Modification of the KSB flange may be required at additional charge.

Panel upgrades might be required by customer.

Note: Quote is good for 30 days unless otherwise noted. All material is subject to engineer's final approval of submittal, if required. Price is plus any taxes. Delivery, labor and start up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

Jake Nowakowski — REVIEWED BY HSI REPRESENTATIVE

February 3, 2021 — DATE OF REVIEW

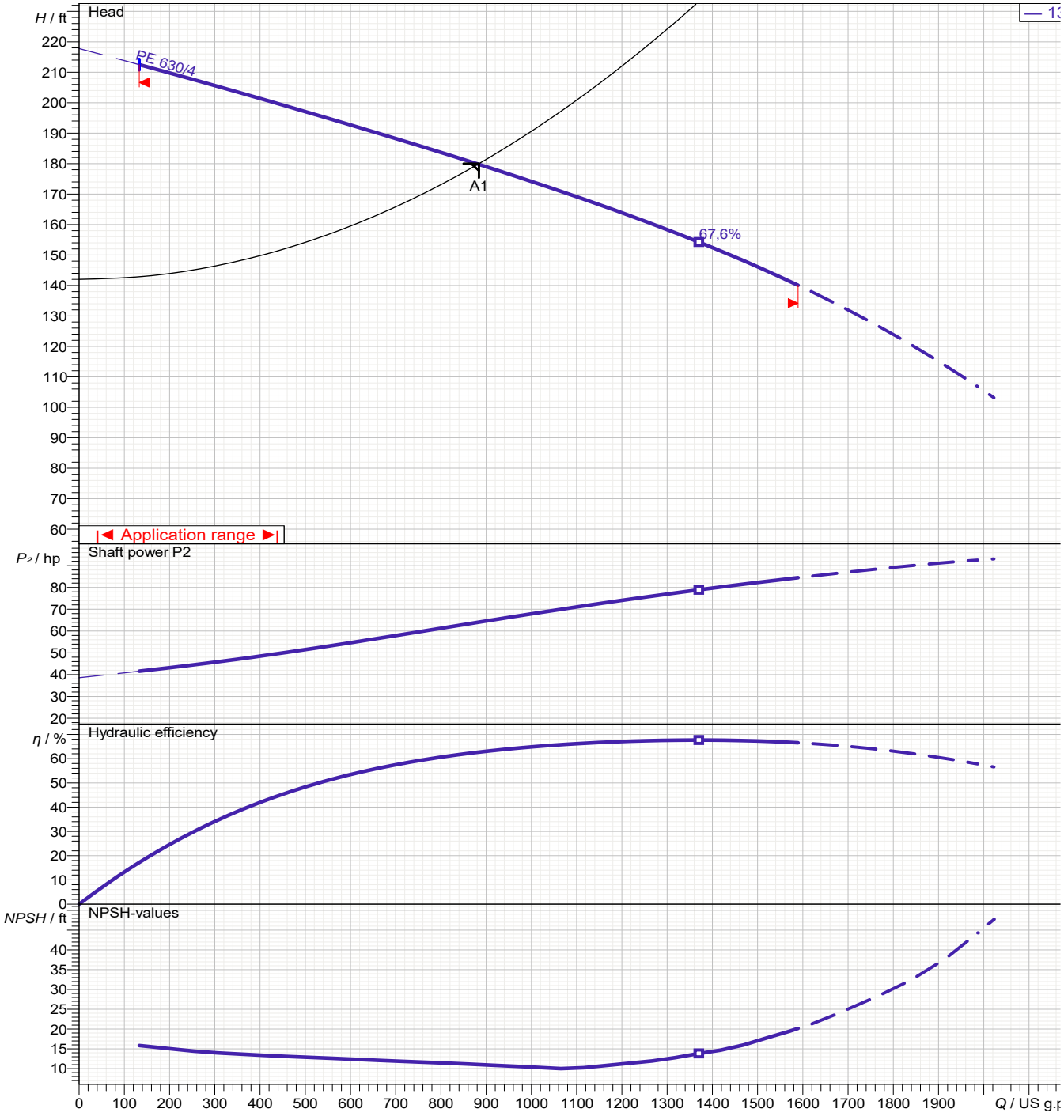
PURCHASER SIGNATURE

DATE ACCEPTED

Attachment: 2-16-21 - EMERGENCY PURCHASE - PUMP - CNCL PKT (021-21 : Emergency Purchase - Pump - PW.)

Curve number	Pump performance curves	SULZER
Reference curve XFP 105J-CB2 60 HZ	**XFP 105J-CB2 60 HZ**	

					Discharge	Frequency
					DN100	60 Hz
Density	Viscosity	Testnorm			Rated speed	Date
62,32 lb/ft³	1,082E-5 ft²/s	ISO9906:2012,HI 11.6/14.6 Gr2B			1789 rpm	2021-02-03
Flow	Head	Shaft power	Power input	Rated power P2	Hydraulic efficiency	NPSH
884 US g.p.m.	180 ft	64,1 hp	67,2 hp	84,5 hp	62,7 %	11 ft



Impeller size	N° of vanes	Impeller	Solid size	Revision
13 1/3inch	2	Contrablock Plus impeller	2,95 x 3,94 inch	

Sulzer reserves the right to change any data and dimensions without prior notice
and can not be held responsible for the use of information contained in this software.

Attachment: 2-16-21 - EMERGENCY PURCHASE - PUMP - CNCL PKT (021-21 : Emergency Purchase - Pump - PW.)

Submersible Sewage Pump Type ABS XF

XFP 105J-CB2 | 4", 4 Pole, 3-Phase, 60 Hz, F

Submersible Motor Specifications, PE5 Frame

Motor Design				NEMA design B, squirrel cage induction
Motor Type				Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating				IEC 60034-30 [2], IE3 rating
Motor Efficiency Test Protocol				IEC 60034-2-1
Insulation Material				Class H, 180ºC (356ºF), copper windings
Motor Filling Medium				Air
Temperature Rise				Class A
Maximum Fluid Temperature				40ºC (104ºF) continuous, 50ºC (122ºF) intermittent
Cooling System		OPT		Closed-loop, non-toxic glycol/water mixture (⅓ / ⅔)
Motor Protection	Thermal	STD	<100 HP	Normally closed bimetallic switch in each phase, connected in series, 140ºC (284ºF) +/- 5ºC (41ºF) opening temperature
			≥100 HP	Normally closed bimetallic switch in each phase, connected in series, 140ºC (284ºF) +/- 5ºC (41ºF) opening temperature, plus 100Ω RTD (PT100) in winding, upper bearing, and lower bearing
		OPT	<100 HP	STD (<100 HP) plus: upper and lower bearing bimetallic switches **or** 100Ω RTD (PT100) in winding (option of one RTD or three RTDs in stator) and RTDs in lieu of upper and lower bearing bimetallic switches
			≥100 HP	STD (≥100 HP) plus: three 100Ω RTDs (PT100) in windings in lieu of one
	Leakage	STD	<100 HP	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
			≥100 HP	Moisture detection probe in seal sensing chamber, motor housing, and junction chamber (for use with appropriate relay)
		OPT	<100 HP	STD plus: probes in motor housing and junction chamber
	Vibration	OPT		Vibration sensor (4-20 mA) in junction chamber
Sensing Chamber Filling Medium				Oil
Bearing Type	Upper	STD		Cylindrical roller, permanently lubricated
		OPT		STD plus: electrically insulated
	Lower			Dual angular contact ball bearings plus single cylindrical roller bearing, permanently lubricated
Motor Starter Types				Suitable for use with electronic soft starters, and PWM type Variable Frequency Drives [1]
Maximum Starts per Hour				10 evenly spaced w/ soft starters; N/A with PWM type VFDs
Inverter Duty Rating				Motors meet NEMA MG1, part 31 requirements
Maximum Submergence				20 meters (65 feet)
Available Voltages				230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated				+/-10%
Agency Approvals				Factory Mutual, CSA
Explosion Proof Rating				NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp



The picture above may differ from the actual product.
For illustrative purposes only.

[1] Output filters may be required on VFDs. See document **DS-E00-001** for details.

Motor Ratings, PE5 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 630/4	66.1 kW	63 kW 84 HP	1784	230 460 600	C/F 94 72	C/F 750 575	J	1.3	95.3	95.3	94.2	.885	.840	.732
PE 860/4	90.2 kW	86 kW 115 HP	1784	230 460 600	C/F 130 100	C/F 1239 950	K	1.3	95.4	95.5	94.9	.868	.812	.690
PE 1040/4	108.7 kW	104 kW 140 HP	1784	230 460 600	C/F 155 119	C/F 1390 1066	J	1.3	95.8	96.1	95.5	.882	.835	.728
PE 1250/4	130.7 kW	125 kW 168 HP	1784	230 460 600	C/F 184 141	C/F 1616 1239	J	1.3	95.7	95.8	94.7	.893	.852	.750

Attachment: 2-16-21 - EMERGENCY PURCHASE - PUMP - CNCL PKT (021-21 : Emergency Purchase - Pump - PW.)

Cable Data, PE5 Frame

	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
					Power	Ground
Power Cable	PE 630/4	230	C/F	C/F	C/F	C/F
		460	1	G-GC 2-3	34.0mm (1.34")	Integrated w/ Power
		600	1	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
	PE 860/4	230	C/F	C/F	C/F	C/F
		460	1	G-GC 1/0-3	41.9mm (1.65")	Integrated w/ Power
		600	1	G-GC 2-3	34.0mm (1.34")	Integrated w/ Power
	PE 1040/4	230	C/F	C/F	C/F	C/F
		460	1	G-GC 2/0-3	44.5mm (1.75")	Integrated w/ Power
		600	1	G-GC 1-3	38.4mm (1.51")	Integrated w/ Power
	PE 1250/4	230	C/F	C/F	C/F	C/F
		460	1	G-GC 3/0-3	48.0mm (1.89")	Integrated w/ Power
		600	1	G-GC 1/0-3	41.9mm (1.65")	Integrated w/ Power

	Motor Monitoring Type [3]	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")
Control Cable	Std monitoring	1	SOOW 16/4	10.6mm (0.42")
	Opt full monitoring	1	SOOW 16/8	14.2mm (0.56")
	Opt full monitoring w/ VS [4]	1	SOOW 16/10	17.2mm (0.68")
	Opt full monitoring w/ 3 RTDs	1	SOOW 16/12	17.7mm (0.70")
	Opt full monitoring w/ 5 RTDs	2	SOOW 16/10	17.2mm (0.68")
	Opt full monitoring w/ 3 RTDs & VS [4]	2	SOOW 16/8	14.2mm (0.56")
	Opt full monitoring w/ 5 RTDs & VS [4]	2	SOOW 16/10	17.2mm (0.68")
Cable Length	Standard: 15m (49 feet)	Optional: 5m (16 feet) increments up to 30m (98 feet), Consult Factory for longer lengths		

[3] See motor protection on page 1. Optional full monitoring systems with RTD options do not include bearing bi-metallic switches. [4] VS = Vibration Sensor

Pump Data

Discharge Size		4" flanged, compatible with 4" class 125 ANSI flanges									
Suction Size (Wet-Pit / Dry-Pit) [5]		6" flanged, compatible with 6" class 125 ANSI flanges, threaded for 8x3/4-10 UNC screws, 22mm (7/8") deep									
Volute Pressure Rating		16 bar (232 psi)									
Impeller Type		Semi-open, 2-vane, Contrablock Plus, w/ Seal Protection System									
Impeller	Code	-	-	-	-	-	-	-			
	Diameter, mm (in.)	300 (11.8)	320 (12.6)	335 (13.2)	350 (13.8)	365 (14.4)	380 (15.0)	386 (15.2)			
Solids Passage Size, mm (in.)		75x100 (3.0x3.9)	75x100 (3.0x3.9)	75x100 (3.0x3.9)	75x100 (3.0x3.9)	75x100 (3.0x3.9)	75x100 (3.0x3.9)	75x100 (3.0x3.9)			
Min. Recommended Flow, GPM [6]		580	630	650	720	740	785	795			

[5] Wet-pit version can be drilled to dry-pit specifications upon request. Consult factory for details. [6] Recommend minimum continuous flow. Consult factory for applications below this flow rate.

Materials of Construction

		Standard	Optional
Power/Control Cable Jacket		Chlorinated Polyethylene (CPE)	Chlorinated Polyethylene (CPE) w/ Viton® Sleeve
Lifting Hoop		Ductile Iron EN-GJS-400-18 (ASTM A-536; 60-40-18)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Cable Connection Chamber		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cooling Jacket		Steel 1.0036 (ASTM A-570, Grade D)	Stainless Steel 1.4571 (AISI 316Ti)
Intermediate Housing		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate/Cooling Chamber		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft		Stainless Steel 1.4021 (AISI 420)	Duplex Stainless Steel 1.4462 (UNS S31803)
Impeller		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) [7]	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts	Impeller Wear Ring	N/A	
	Volute Wear Ring	N/A	
	Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) [7]	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
	Shroud	N/A	
Volute		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
External Hardware		Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands		Nitrile (Buna-N)	Viton®
Mechanical Seals	Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton®, 316 SS
	Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Lower Bearing Lip Seal		Nitrile (Buna-N)	
Coating/Protection		Two-part epoxy, blue, 100µm (3.9 mil) DFT	Two-part epoxy, blue, 200 µm (7.9 mil) or 360 µm (14.2 mil); Coal tar epoxy, blue, 200 µm (7.9 mil); Non-toxic epoxy, blue, 200 µm (7.9 mil); Zinc Anodes

[7] Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

	PE 630/4	PE 860/4	PE 1040/4	PE 1250/4		
Overall Height	1785mm (70.3")	1785mm (70.3")	1905mm (75.0")	1905mm (75.0")		
≈ Pump Weight (Non-Cooled)	1015 kg (2238 lb)	1070 kg (2359 lb)	1170 kg (2580 lb)	1255 kg (2767 lb)		

Attachment: 2-16-21 - EMERGENCY PURCHASE - PUMP - CNCL PKT (021-21 : Emergency Purchase - Pump - PW.)

RESOLUTION NO. 022-21

Purchase - 3-Yr Contract - Samsara GPS - Omnia Contract #201801101 - IT.

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase a 3-year contract for Samsara GPS utilizing Omnia Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the Omnia Contract Vendor for Samsara GPS; and

WHEREAS, funding for this contract is budgeted from Capital Outlay;

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

1. That the contract be awarded to CDW Government, Inc. utilizing the Omnia Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of $144,229.68.

Payment for Year One: 30 days from invoice 1:	$48,076.56
Payment for Year Two: 30 days from invoice 2:	$48,076.56
Payment for Year Three: 30 days from invoice 3:	$48,076.56
Total Invoiced:	$144,229.68
After Year Three:	Payment due upon receipt

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 _____, 2021.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWRW071	2/1/2021	YEAR 1	0936449	$48,076.56

IMPORTANT - PLEASE READ

Special Instructions: Customer pays for the licensing fees on an annual basis which is $48,076.56 per year. With Samsara's new pricing model this year, hardware is now $0 cost to the customer. There is $505 in shipping and handling baked into year 1 that CDW is covering.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsara VG34 Vehicle IoT Gateway Mfg. Part#: HW-VG34 Contract: National IPA Technology Solutions (2018011-01)	126	4673447	$0.00	$0.00
Samsara OBD-II (J1962) Light Duty Vehicle Cable Mfg. Part#: CBL-VG-BOBDII-Y1 Contract: MARKET	99	5448636	$0.00	$0.00
Samsara J1939 Multi-Type Cable Mfg. Part#: CBL-VG-BJ1939-Y0 Contract: MARKET	15	5494844	$0.00	$0.00
Samsara VG34 J1708 Screw-Mount Cable Mfg. Part#: CBL-VG-BJ1708 Contract: National IPA Technology Solutions (2018011-01)	6	4883680	$0.00	$0.00
Samsara ACC-BTUH - hub - 3 ports - plug-in module Mfg. Part#: ACC-BTUH Contract: MARKET	6	6291892	$0.00	$0.00
SAMSARA VG34 J1939 JAM MOUNT CABLE Mfg. Part#: ACC-BJ1939-Y2 Contract: National IPA Technology Solutions (2018011-01)	1	4684650	$0.00	$0.00
SAMSARA VG34 J1939 SCREW CABLE 2016+ Mfg. Part#: ACC-BJ1939-2Y1 Contract: National IPA Technology Solutions (2018011-01)	1	4684637	$0.00	$0.00
SAMSARA LIC F/VEHICLE GATEWAYS Mfg. Part#: LIC-VG-ENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	126	4905296	$381.56	$48,076.56

Attachment: 2-16-21 - SAMSARA GPS - OMNIA CONTR #2018011-01 - CNCL PKT (022-21 : Purchase - 3-Yr Contract - Samsara GPS - Omnia

QUOTE DETAILS (CONT.)				
Samsara Direct-Wire Power Cable for VG34 Vehicle IoT Gateway Mfg. Part#: CBL-VG-BPC Contract: MARKET	4	5931495	$0.00	$0.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO		
Billing Address: CITY OF OPELIKA ACCOUNTS PAYABLE PO BOX 390 OPELIKA, AL 36803-0390 **Phone:** (334) 705-5120 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$48,076.56
	SHIPPING	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$48,076.56**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	Griffin Curcio	|	(877) 635-6656	| grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Attachment: 2-16-21 - SAMSARA GPS - OMNIA CONTR #2018011-01 - CNCL PKT (022-21 : Purchase - 3-Yr Contract - Samsara GPS - Omnia

CDW·G PEOPLE WHO GET IT | OMNIA PARTNERS

OMNIA PARTNERS AND CDW·G



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- Competitive pricing across CDW·G's entire portfolio of products and solutions.
- Access to a multitude of services and custom configurations, including equipment staging.
- Pricing on products made by the following partners:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto · RUCKUS an ARRIS company · TRIPP·LITE · vmware

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Attachment: 2-16-21 - SAMSARA GPS - OMNIA CONTR #2018011-01 - CNCL PKT (022-21 : Purchase - 3-Yr Contract - Samsara GPS - Omnia

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About CDW•G

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 8,900 coworkers. For the trailing twelve months ended June 30, 2018, the company generated net sales of over $15 billion. For more information about CDW, please visit www.CDW.com.

CDW Government (CDW•G) is a wholly owned subsidiary of CDW Corporation (Nasdaq: CDW). CDW is a leading multi-brand technology solutions provider to government, education and healthcare organizations in the United States, the United Kingdom and Canada. For more information about CDW•G, please visit www.cdwg.com.

Partners

Attachment: 2-16-21 - SAMSARA GPS - OMNIA CONTR #2018011-01 - CNCL PKT (022-21 : Purchase - 3-Yr Contract - Samsara GPS - Omnia

RESOLUTION NO. 023-21

Purchase - VRF Heating and Outdoor Air Systems - Omnia Contract #15-JLP-023 - ADM.

RESOLUTION NO. _____

WHEREAS, City Administration desires to purchase VRF Heat and Outdoor Air Systems utilizing Omnia Contract #15-JLP-023; and

WHEREAS, Trane is the contract vendor for the VRF Heat and Outdoor Air Systems; and

WHEREAS, funds for this purchase are budgeted from the Capitol Projects fund;

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

1. That the purchase be awarded to Trane utilizing the Omnia contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Trane in the total amount of $281,002.85.

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

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

APPROVED AND ADOPTED this the _____ day of _____, 2021.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

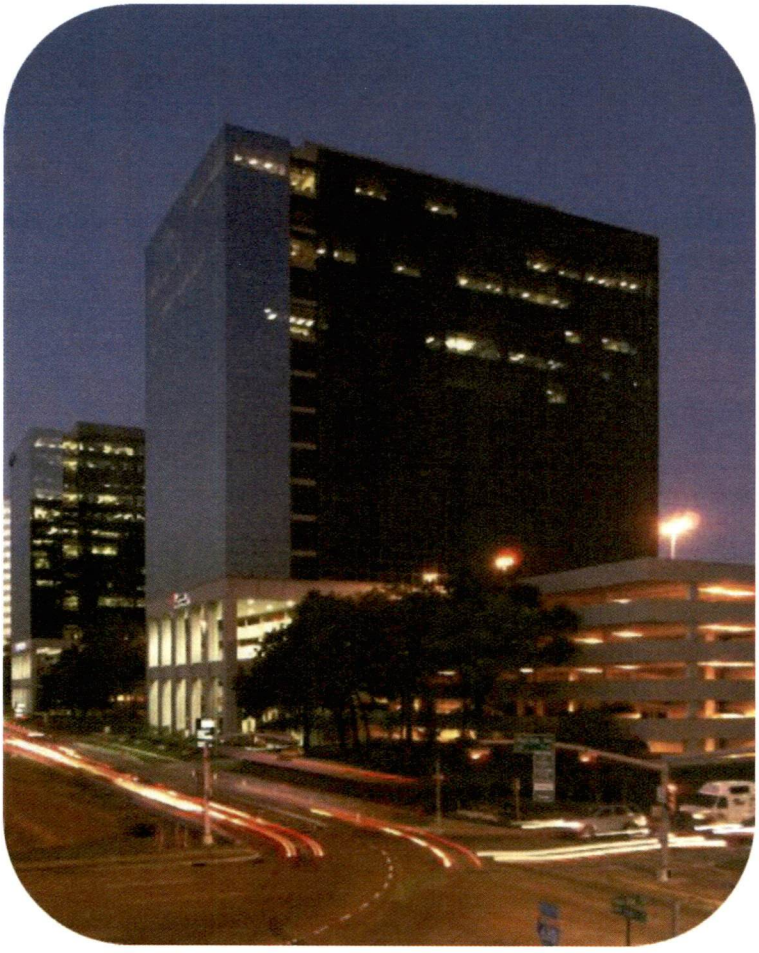
ATTEST:

_____

Russell A. Jones

City Clerk

Trane Turnkey Proposal



Turnkey Proposal For:
City of Opelika
204 South 7th Street
Opelika, AL 36801

Local Trane Office:
Trane U.S. Inc. dba Trane
915 Lagoon Business Loop
Montgomery, AL 36117

Local Trane Representative:
Tucker Norwood
Account Manager
Cell: (256) 542-7444
Email: tucker.norwood@trane.com

Proposal ID:
2975917

Omnia Partners/U.S. Communities Proposal Number:
27-424247-21-001

Omnia Partners/U.S. Communities Contract Number:
15-JLP-023

Date: February 9, 2021

Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the City of Opelika reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Calvin Williams and Mike Hilyer to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the City of Opelika should expect from this project are highlighted below.

- More energy efficient system
- Individual climate control for each office/space on the 1st floor
- Reduced downtime caused by equipment failures
- Conditioned, fresh outdoor air to increase occupant health

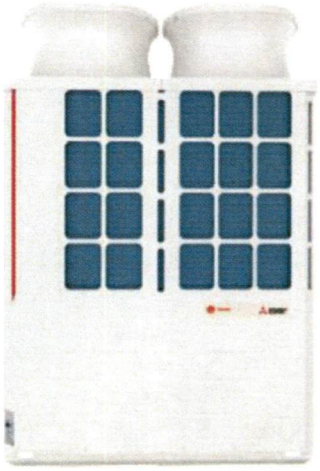
Trane appreciates the opportunity to earn your business. This investment will provide the City of Opelika with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with the City of Opelika for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Tucker Norwood
Account Manager, Trane U.S. Inc. dba Trane

Design Details





- Heat Recovery System – Allows for simultaneous heating and cooling in the system
  - Two outdoor units – Minimum Circuit Ampacity of 52A per unit
  - Twenty-one indoor units – Minimum Circuit Ampacity of 0.29A per unit

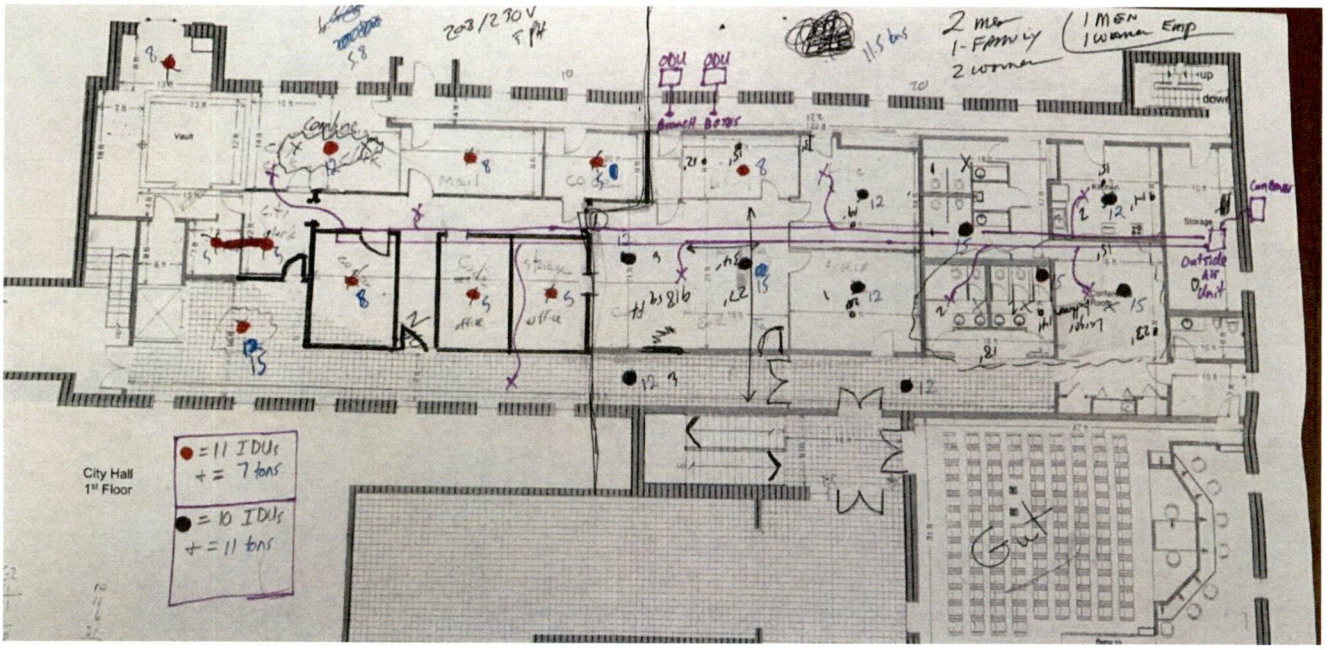




- Outdoor Air System – Conditions 100% outside air to deliver cool, dehumidified, fresh air to the space
  - Will utilize the space that the existing 20-ton split system occupies
  - Duct work modifications will be made to support the significant reduction in air volume that needs to be delivered to the space

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF



- Each dot represents an indoor ceiling mounted cassette
  - Each indoor unit is sized appropriately to handle the space it will condition
- Outdoor units will be installed on concrete pad in the rear of the building
  - Existing 20-ton condenser will be demoed and removed
- Branch controller boxes will be installed above the ceiling in the back hallway
- Existing duct branches will be capped off. The majority of the existing grilles will be removed.
- New duct runouts will be installed to deliver the outside air to the spaces
- Outside air grilles are depicted by the purple "X"s
- New outdoor air system condenser will be installed on the side of the building. An additional concrete pad will be poured for the unit's installation.
- Outdoor air handler will be installed in the mechanical storage room in the back corner of the 1st floor

Mechanical Installation

- Trane will demo and remove the existing 20-ton split system
- Trane will provide and install two outdoor, heat-recovery VRF units
- Trane will provide and install twenty-one, indoor ceiling cassette units
- Trane will provide and install two branch box controllers to control the VRF operation
- Trane will provide and install one condenser for the outdoor air system
- Trane will provide and install one blower coil with electric reheat for the outdoor air system
- Trane will provide and install all needed copper linesets for the twenty-one indoor units
- Trane will provide and install the lineset between the outdoor units and the branch box controllers
- Trane will provide and install all needed duct work modifications to appropriately distribute the outside air throughout the 1st floor
- Trane will provide and install copper flashing to be installed on the exterior of the building to protect the exposed refrigerant linesets
- Trane will run condensate lines from the 21 indoor units and the two branch box controllers outside of the building

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

- Trane will provide and install the Trane/Mitsubishi control system
  - All needed programming, addressing, etc.
  - Controller will be mounted in a convenient location for owner
  - Trane will provide and install a thermostat in all 21 spaces
- Trane will provide and install a touchscreen controller for the outdoor air system
  - All needed controls and programming will be completed to ensure correct operation of outdoor air system
  - Controller will be mounted in storage room and can be adjusted by owner

Electrical Installation

- Trane will provide new electrical service to the following pieces of equipment:
  - Both outdoor units
  - Twenty-one indoor units
  - New outdoor air condensing unit
  - New outdoor air blower coil
  - Both branch box controllers
- Trane will provide and pull low-voltage control wiring between the branch box controller and the twenty-one indoor units
- Trane will provide and pull low-voltage control wiring between the outdoor air condensing unit and the outdoor air blower coil

Turnkey Services Included

- This scope shall be inclusive of work needed for a complete and functioning system when turned over to the owner
- Trane factory authorized technicians will complete start-up of all mentioned equipment and controls
- Project Management and safety program
- Warranty Included: 1st year parts and 7 year compressor for all VRF equipment, 1st year parts and labor for outdoor air condenser, 5 year compressor warranty for outdoor air condenser, 1 year parts and labor for outside air blower coil, 1 year workmanship warranty for the entire project

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

Pricing and Acceptance

Price

VRF System Price.....$245,550.18
Outdoor Air System Price.....$35,452.67
Total Price.....$281,002.85

All pricing above includes applicable taxes.
Omnia Partners/U.S. Communities Fee is included in the price.
All pricing was done per U.S Communities Contract 15-JLP-023.

Financial items not included

- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Tucker Norwood
Account Manager
Trane U.S. Inc. dba Trane

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation). Per terms and conditions of Omnia Partners/U.S. Communities Contract 15-JLP-023.

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF



Submitted By: Tucker Norwood	Cell: (256) 542-7444 Email: tucker.norwood@trane.com Proposal Date: February 9, 2021
CUSTOMER ACCEPTANCE	**TRANE ACCEPTANCE** Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF



Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against

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Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

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Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

HVAC Products, Installation, Services and Related Products and Services

Harford County Public Schools, MD

Contract Number: 15-JLP-023

3-year initial term, October 1, 2015, through September 30, 2018
Option to renew for (2) additional (2) year periods

The contract is renewed for two (2) years, effective October 1, 2018, through September 30, 2020
The contract is renewed for two (2) years, effective October 1, 2020, through September 30, 2022

Executive Summary

- Uniform Guidance
- NJ LFN Packet

Contract Documents

- Trane Contract 15-JLP-023
- Trane Contract 15-JLP-023 Amendment - Bonds
- Parts Pricing
- Harford County Public Schools Contact Information
- Pricing Clarification
- Contract Renewal 1
- Contract Renewal 2

RFP Documents

- RFP 15-JLP-023
- RFP 15-JLP-023 Addendum 1
- RFP 15-JLP-023 Addendum 2
- RFP 15-JLP-023 Addendum 3
- RFP 15-JLP-023 Postings

Response Evaluation

- AZ Compliance

Energy Savings Performance Contracting (ESCO) Technical Energy Audit Services

Attachment: 2-16-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (023-21 : Purchase - VRF

TRANE

LET'S GO BEYOND™



HVAC Systems and Energy Services

Easier, simpler and quicker with cooperative purchasing

Becoming a participant of OMNIA Partners, Public Sector (and its subsidiaries National IPA and U.S. Communities) enables public agencies to drive efficiency, effectiveness and real savings with world-class government procurement resources and solutions. The entire portfolio of Trane equipment and services is available through OMNIA Partners saving time and money.

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping organizations achieve real and enduring sustainability results.

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omniapartners.com/publicsector

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Trane® Energy Services. Trane can help you manage both energy supply and demand. Our extensive portfolio of energy services can help you navigate energy purchasing strategies, energy sourcing, storage and consumption. We're experts in a wide range of distributed energy resources using renewable energy (cogeneration, photovoltaic, biomass, biogas and wind power) to lower operating costs, reduce environmental impact and gain energy independence and resiliency. Trane is an Energy Services Company (ESCO) accredited by NAESCO® and certified through the Canadian Federal Buildings initiative.

OMNIA Partners Elevates Your Purchasing Power

Cooperative purchasing can put your best building within reach. All agreements offered through OMNIA Partners, Public Sector, are competitively solicited and awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district) via a thorough Request for Proposal (RFP). By utilizing a cooperative contract, agencies eliminate duplication of effort, saving valuabletime, resources and money.

Solutions | *The entire portfolio of Trane products and services is included in the contract.*

- **HVAC Systems**—Scalable system solutions for maintaining ideal temperature, humidity and CO_2
- **Energy Services**—Managing your energy supplyand demand to reduce cost, optimize performance and improve sustainability
- **Optimized Equipment**—Ductless, DX, Unitary, Air Handling, Terminal, and Chilled Water Systems
- **Building Services**—Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians
- **Building Automation Systems**—Making precise control easier, mobile and data-rich
- **Rental Systems**—Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions
- **Intelligent Services™**—Monitoring and analytics to optimize your building and minimize unexpected downtime
- **Parts & Supplies**—High performance OEM and wholesale parts and supplies to install and keep your HVAC system running

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Ingersoll Rand (NYSE:IR) advances the quality of life by creating comfortable, sustainable and efficient environments. Our people and our family of brands—including Club Car®, Ingersoll Rand®, Thermo King® and Trane®—work together to enhance the quality and comfort of air in homes and buildings; transport and protect food and perishables; and increase industrial productivity and efficiency. We are a $14 billion global business committed to a world of sustainable progress and enduring results.

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RESOLUTION NO. 024-21

Approve Change to Organizational Chart of the Parks and Rec Department - HR.

RESOLUTION NO. _____

RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF OPELIKA, ALABAMA BY ADDING ONE ADDITIONAL POSITION OF BUILDING SERVICE WORKER

WHEREAS, the Parks and Recreation Department desires to add one new Building Worker Service position; and

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of the Parks and Recreation Department of the City of Opelika; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the Parks and Recreation Department; and

WHEREAS, the Director of the Parks and Recreation Department has certified that funds for the new position are available in the budget.

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

1. That the number of authorized positions in the existing job classification of Building Service Worker at pay grade 7 is hereby increased from four to five.

2. That the Director of the Parks and Recreation Department and Controller are hereby authorized and directed to modify the organizational chart of the Parks and Recreation Department to implement the changes in personnel as contemplated by this Resolution.

3. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

CITY OF OPELIKA
POSITION DESCRIPTION

Building Service Worker
Parks & Recreation

Job Summary

This position is FLSA nonexempt (full-time). This position works with others both indoors and in outdoor weather conditions. The essential function of the position within the organization is to perform general cleaning and maintenance tasks of public buildings, grounds, and facilities. The position is responsible for maintaining the cleanliness of the assigned area and performing light maintenance tasks such as changing light bulbs, setting up meeting rooms, or gathering recycling materials. The position works under general supervision of their immediate supervisor and according to some procedures; decides how and when to complete tasks.

Minimum Qualifications

- Requires high school diploma, GED, or specialized vocational training.
- Must maintain a valid Alabama Driver's License.
- Requires one year of related experience.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.

Essential Job Functions

- Performs cleaning of inside of buildings, including tasks such as sweeping, mopping, waxing, buffing, drying and polishing floors; washing walls, windows and woodwork; dusting and polishing furniture and equipment; cleaning and sanitizing restrooms and replenishing supplies; or vacuuming and shampooing carpets. These work activities may result in exposure to fumes and chemicals as well as slippery surfaces.
- Collects and disposes of trash/garbage, replacing liners in receptacles as needed; gathers recycling materials and delivers to designated area.
- Picks up trash and debris on grounds; sweeps/blows walkways, steps and entrance landings; assists with park maintenance as required.
- Moves furniture as directed; sets up meeting/community rooms and breaks down tables and chairs at conclusion of activities/events.
- Performs maintenance tasks such as changing light bulbs or assisting with small equipment repair.
- Assists with special functions such as answering telephones or hauling equipment to work sites as directed by supervisor.

Attachment: Pks & Rec - Building Service Worker 10.2019 (024-21 : Approve Change to Organizational Chart of the Parks and Rec Department -

- Communicates and exchanges information with others to assist departmental staff on special projects as directed.
- Performs weekend and holiday duty as assigned.
- Requires heavy work involving exerting 50 pounds of force on a regular basis, and moderate dexterity and skill in operating cleaning machinery.
- Observes and assess the cleanliness of equipment and facilities.
- Regularly attends work.

Marginal Job Functions

- Travels to attend workshops, training seminars, and events to attend technical or professional skills.
- Performs other duties and responsibilities as assigned by the Center Director and / or supervisory staff.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov .

Attachment: Pks & Rec - Building Service Worker 10.2019 (024-21 : Approve Change to Organizational Chart of the Parks and Rec Department -

RESOLUTION NO. 025-21

Amend CDBG PY2019 Action Plan.

Community Development staff requests the City Council adopt a resolution to amend PY2019 Action Plan to transfer $12,500 of unused funds from Microenterprise Assistance to Chamber of Commerce COVID Assistance to assist with the prevention of COVID-19.

RESOLUTION NO. _____

WHEREAS, the City of Opelika, an Entitlement City, receives U.S. Department of Housing and Urban Development (HUD) funds from the Community Development Block Grant (CDBG); and

WHEREAS, the City of Opelika desires to amend their Program Year 2019 Action Plan to provide further public services and to re-allocate unspent CDBG funding amounting to $12,500.00; and

WHEREAS, of the $12,500.00 in unspent Microenterprise Assistance funding will be allocated to Program Year 2019 Action Plan budget as follows: $12,500 to the Opelika Chamber of Commerce for COVID related activities; and

WHEREAS, these changes do not meet the threshold for a substantial amendment to the action plan and consolidated plan; and

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

1. That the City adopt the Action Plan amendments attached hereto.
2. That Gary Fuller, in his capacity as Mayor, be authorized to execute all agreements necessary to implement the amended Action Plans.

APPROVED and ADOPTED this the ____ day of _____, 2021.

_____

C. E. “Eddie” Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

_____

Russell Jones

City Clerk

FACT SHEET

SUBJECT: Amend CDBG Action Plan PY 2019

Community Development staff requests the City Council adopt a resolution to amend PY2019 to transfer unused funds from Microenterprise Assistance to Chamber of Commerce COVID Assistance to assist with the prevention of COVID-19. PY2019 Action Plan budgets as shown below. Staff proposes budget adjustment to transfer $12,500 from PY2019 CARES Act/COVID-19 funds to PY2019 Chamber of Commerce.

Description	Current Budget	Increase	Decrease	Ending Budget
Microenterprise Assistance	$116,865.37		$12,500	$104,365.37
Chamber of Commerce	$ .00	$12,500		$12,500.00

This does not constitute a substantial amendment and does not require public notification or hearings.

Attachment: Reprogram Funds Fact Sheet (025-21 : Amend CDBG PY2019 Action Plan.)

RESOLUTION NO. 026-21

Grant Application to ADECA for Recreational Trails Program with Creekline Trails of Opelika.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS FOR THE RECREATIONAL TRAILS PROGRAM

WHEREAS, the Alabama Department of Economic and Community Affairs has the authority to award grants under the Recreational Trails Program;

WHEREAS, the City of Opelika will partner with Creekline Trails of Opelika to further efforts to provide recreational opportunities, and

WHEREAS, the grant application will focus on the development of multi-use trail along the Pepperell Creek bank located in the Opelika Innovation and Technology Park.

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

1. That the Mayor is hereby authorized to execute and submit on behalf of the City with the Alabama Department of Economic and Community Affairs a Recreational Trails Program Grant application in the estimated amount of $400,000 for the development of a multi-use trail along the Pepperell Creek.

2. That the Mayor is hereby authorized to execute and file with said application appropriate assurances or any other documents required by the Alabama Department of Economic and Community Affairs.

3. That the Mayor is hereby authorized to furnish such other information as the Alabama Department of Economic and Community Affairs may require in connection with the grant application.

4. That the Mayor is hereby authorized to execute grant agreements with the

Alabama Department of Economic and Community Affairs on behalf of the City.

5. That the City hereby acknowledges the obligation of approximately $148,454.50 in City funds and in-kind contributions to provide the local match. The local cash match shall be paid from the Unassigned Fund Balance and the Controller is hereby authorized to make any necessary and appropriate budget and accounting entries necessary to implement this Resolution.

6. 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.

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

APPROVED AND ADOPTED, this the ___ day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION EXPLANATION

PURPOSE: Authorize submission of a Grant Application and Commitment of Local Share

PROGRAM: Recreational Trail Program

AGENCY: Alabama Department of Economic and Community Affairs

DEADLINE: March 3, 2021

PROPOSED BUDGET:

GRANT: $ 400,000.00 (maximum grant)

LOCAL: $ 148.454.50 (cash and/or in-kind)

PROJECT DESCRIPTION:

The City of Opelika in partnership with the Creekline Organization is proposing to develop 5050 linear feet of multi-use trails along Pepperell Creek on site of the Opelika Innovation and Technology Park. The trails will be 8-10 feet in width to facilitate use by bicyclists and pedestrians. Two gravel parking areas are also proposed. (See Site Drawing and Preliminary Cost Estimate)

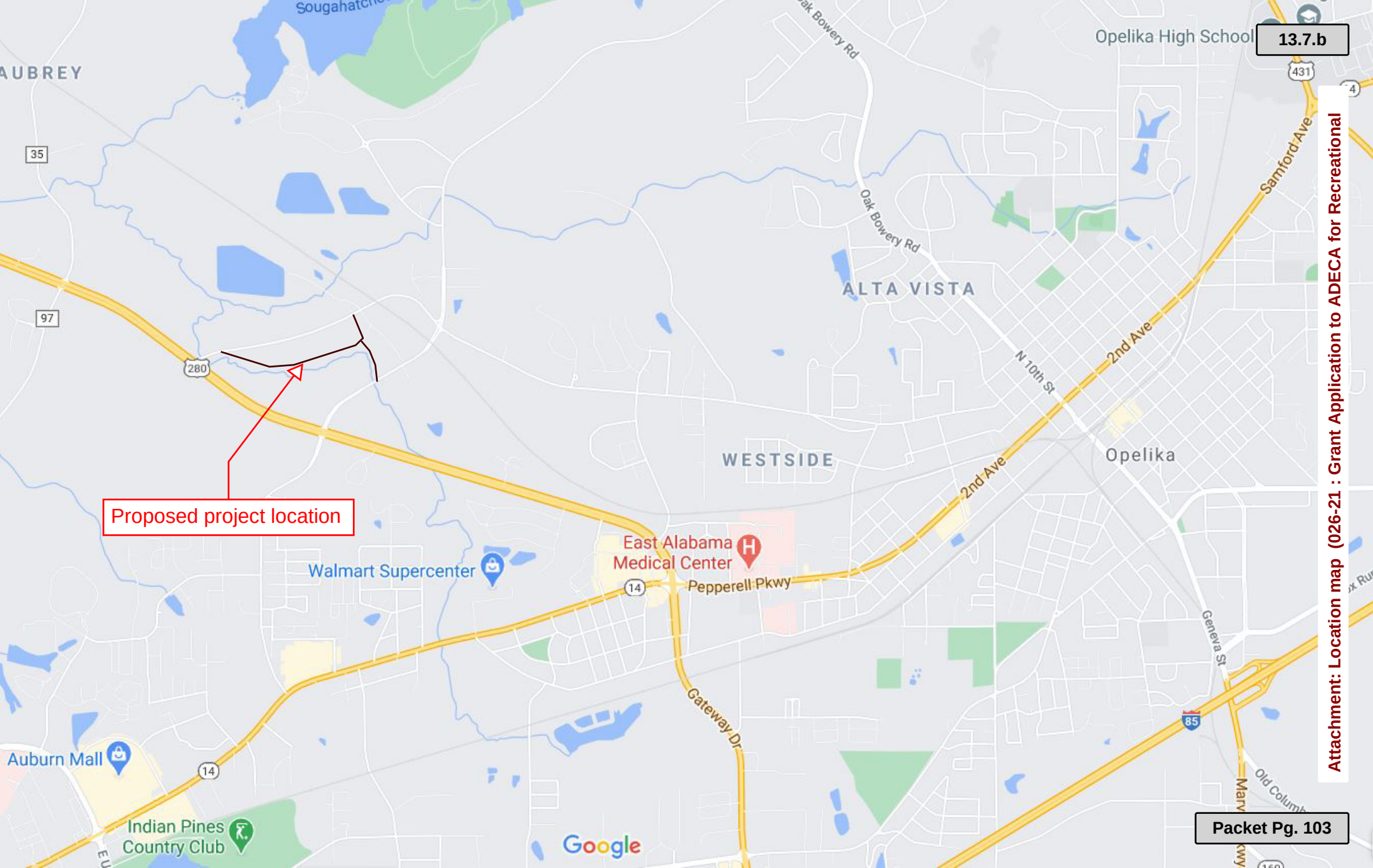
COMMENT:

The project anticipates that a significant amount of the local share can be provided by in-kind contributions including the cost of in-house engineering services.

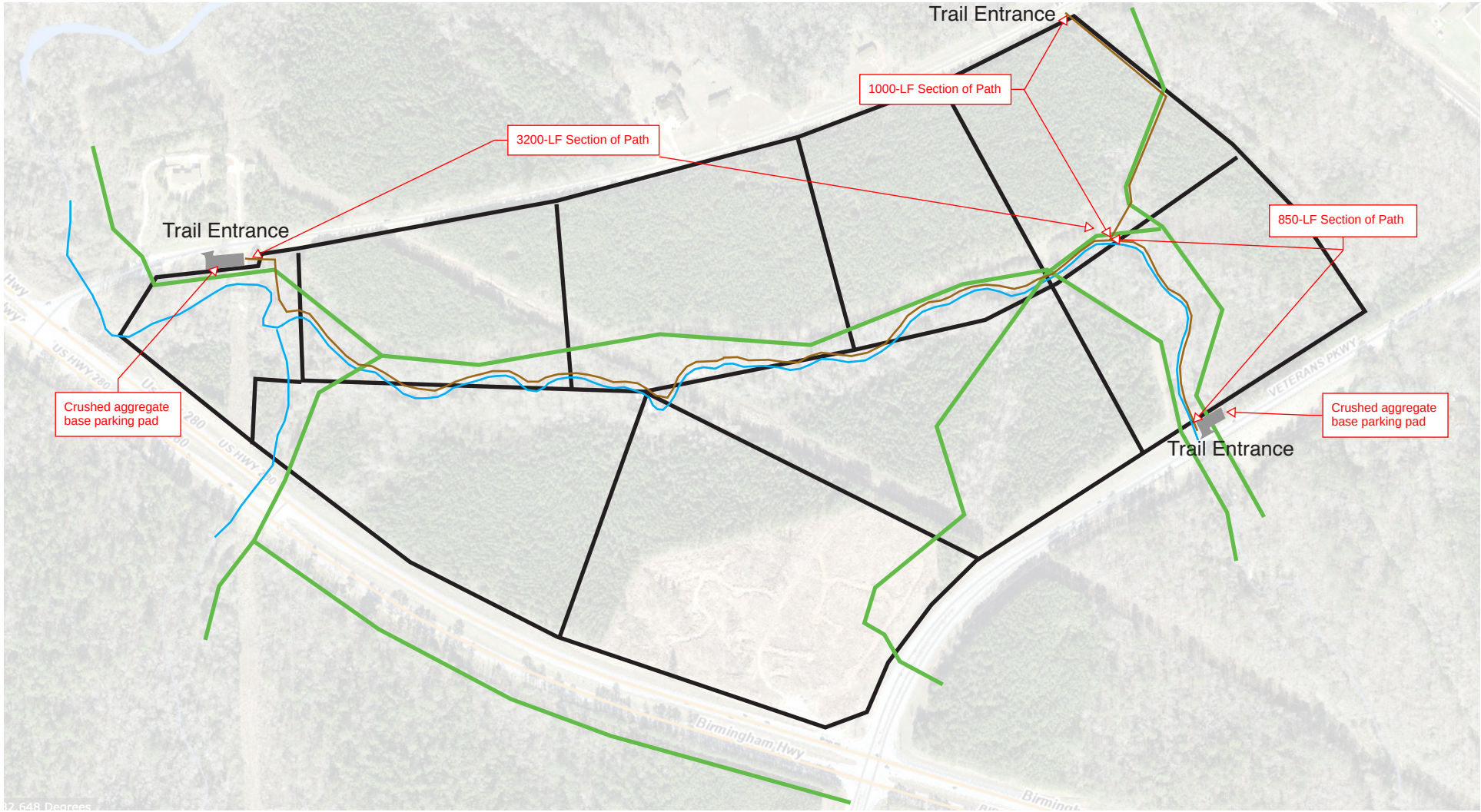
PREPARED BY:

Louise Campbell, L. P. Campbell Company, February 9, 2021

Attachment: Resolution - Explanation (026-21 : Grant Application to ADECA for Recreational Trails Program with Creekline Trails of Opelika.)



Attachment: Location map (026-21 : Grant Application to ADECA for Recreational



Parcels

*Potential

Pepperell Creek

Touches each parcel

Sewer

Sewer line easements

Creekline Trails

Paved/ADA
• 8-10 ft. wide

Attachment: Creekline Trail OIDA Section (026-21 : Grant Application to ADECA for Recreational Trails

Preliminary Engineering Estimate of Cost. Creekline Innovation Park Multiuse Path				
PAY ITEM	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	Estimated Price
201A-002	Clearing and Grubbing (approximately 5 Acres)	ACRE	2	$ 6,500.(
210A-000	UNCLASSIFIED EXCAVATION	CU YD	1900	$ 23.(
210D-010	BORROW EXCAVATION (A4 or Better)	CU YD	950	$ 26.(
214A-000	STRUCUTRE EXCAVATION	CU YD	150	$ 38.(
214B-001	FOUNDATION BACKFILL, COMMERCIAL	CU YD	150	$ 52.5
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" THICK	SQ YD	6250	$ 15.(
533A	DRAINAGE	LUMP SUM	1	$ 25,000.(
606A-000	6' UNDERDRAIN PIPE	LIN FT	200	$ 20.(
	CONCRETE SIDEWALK, 6" THICK	SQ YD	4500	$ 55.(
618C-000	INLAYED TRUNCATED DOME MAT, BRICK RED, FURNISH AND INSTALL	SQ FT	50	$ 26.2
620A-000	MINOR STRUCTURE CONCRETE	CU YD	5	$ 500.(
650A-000	TOPSOIL	CU YD	50	$ 78.1
652A-100	SEEDING	ACRE	1	$ 2,100.(
654A-001	SOLID SODDING (ALL TYPES)	SQ YD	100	$ 25.2
656A-010	MULCHING	ACRE	1	$ 2,100.(
659A-049	ROLLED EROSION CONTROL PRODUCT, TYPE (5B)	SQ YD	50	$ 26.2
665A-000	TEMPORARY SEEDING	ACRE	1	$ 2,100.(
665B-000	TEMPORARY MULCHING	ACRE	1	$ 2,100.(
665N-000	TEMPORARY COURSE AGGREGATE	TON	25	$ 52.5
665J-002	SILT FENCE	LIN FT	1500	$ 5.2
665O-001	SILT FENCE REMOVAL	LIN FT	1500	$ 2.1
665Q-002	WATTLE	LIN FT	50	$ 21.(

TOTAL COSTRUCTION	
Engineering (10%)	
TOTAL	

Gra	
Local Mat	

Attachment: Preliminary Estimate. final (026-21 : Grant Application to ADECA for Recreational Trails Program with Creekline Trails of Opelika.)

RESOLUTION NO. 027-21

Grant Application to ADEM for Alabama Recycling Fund Grant Program.

RESOLUTION NO. _____

WHEREAS, the Alabama Department of Environmental Management has the authority to award grants under the Alabama Recycling Fund Grant Program;

WHEREAS, the City of Opelika will partner with Lee County and Auburn University in securing grant funds to further recycling efforts; and

WHEREAS, the grant application will focus on equipment purchases and public outreach/education for each of the three entities.

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

1. Authorization is given for the submission of the Grant Application under said program.

2. Authorization is given to the Mayor to sign any and all documents to secure said grant.

APPROVED AND ADOPTED, this the ____ day of _____, 2021.

_____

C. E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

_____

Russell A Jones

City Clerk

RESOLUTION EXPLANATION

PURPOSE: Authorize submission of a Grant Application

PROGRAM: Alabama Recycling Fund Grant Program

AGENCY: Alabama Department of Environmental Management

DEADLINE: March 1, 2021

PROPOSED BUDGET:

GRANT: $ 16,096

LOCAL: 0

PROJECT DESCRIPTION:

The proposed project is the purchase of 300 recycling roller carts (96 gallon) to further Opelika's curbside recycling effort.

COMMENT:

The City of Opelika is partnering with Lee County and Auburn University on this Grant Application. Each entity will prepare their own scope of work and cost estimates, but the Grant Application will be submitted as one document.

PREPARED BY:

Louise Campbell, L. P. Campbell Company, February 8, 2021

Attachment: Resolution - Explanation Recycle (027-21 : Grant Application to ADEM for Alabama Recycling Fund Grant Program.)

RESOLUTION NO. 028-21

Amending and Extending ADA Sidewalk Contract with SDAC - ENG.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AMENDMENT OF EXISTING CONTRACT WITH SOUTH DADE AIR CONDITIONING AND REFRIGERATION, INC., FOR CITY-WIDE ADA IMPROVEMENTS PROJECT AND APPROVING ONE-YEAR EXTENSION OF SAID CONTRACT

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

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

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

WHEREAS, the City and the Contractor wish to enter into a Contract changing the initial term of the Contract to expire on February 2021; and

WHEREAS, a proposed Amended Contract has been prepared and submitted to the City Council for approval, and the City Council has determined that it is in the best interest of the City and its citizens to approve said Amended Contract; and

WHEREAS, the City wishes to extend the Contract for an additional one-year term from

February 2021, to February 2022, (the "Renewal"); and

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

WHEREAS, the City has budgeted funds for the 2021 ADA improvements.

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

1. That the proposed Amended Contract for City-wide ADA improvements to be entered into between the City and the Contractor, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby 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 Amended Contract.

2. That the Mayor be, and he is hereby authorized and directed to execute and deliver the Amended Contract in the name or on behalf of the City and execute and deliver or cause to be executed and delivered in the name or on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances, instruments or other communications as he deems necessary or appropriate in order to carry out the intent of the provisions of this Resolution.

3. That the City Council hereby approves the renewal of the Amended Contract with South Dade Air Conditioning and Refrigeration, Inc., for the City-wide ADA improvements project for an additional one year from February 2021 to February 2022.

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

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

AMENDED CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2021 by and between S**outh Dade Air Conditioning and Refrigeration (SDAC)** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

City-Wide ADA Improvements Project

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

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

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

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

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

6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein

Attachment: Amended 2020 Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

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

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

8) Term. The initial term of this Agreement is one year from July, 2020, up to and including February, 2021; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

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

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

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

Attachment: Amended 2020 Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

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

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

ATTEST:

City of Opelika, Alabama	
(Owner)	(Contractor)
By: _____	By: _____
_____	_____
(Owner's Witness)	(Contractor's Witness)
OWNER'S SEAL	CONTRACTOR'S SEAL

Attachment: Amended 2020 Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

EXTENDED CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2021 by and between S**outh Dade Air Conditioning and Refrigeration (SDAC)** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

City-Wide ADA Improvements Project

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

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

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

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

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

6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein

Attachment: 2021 Renewal Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

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

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

8) Term. The initial term of this Agreement is one year from February, 2021, up to and including February, 2022; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

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

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

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

Attachment: 2021 Renewal Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

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

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

ATTEST:

City of Opelika, Alabama	_____
(Owner)	(Contractor)
By: _____	By: _____
_____	_____
(Owner's Witness)	(Contractor's Witness)
OWNER'S SEAL	CONTRACTOR'S SEAL

Attachment: 2021 Renewal Contract with SDAC (028-21 : Amending and Extending ADA Sidewalk Contract with SDAC - ENG.)

RESOLUTION NO. 029-21

Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT OF EXISTING CONTRACT WITH ROBINSON PAVING CO., INC. FOR GENERAL ROADWAY IMPROVEMENTS PROJECT AND APPROVING ONE-YEAR EXTENSION OF SAID CONTRACT

WHEREAS, pursuant to Resolution No. 093-20, the City of Opelika, Alabama (the "City") and Robinson Paving Co.., Inc., (the "Contractor") entered into a contract dated June 4, 2020, for the General Roadway Improvements Project (the "Contract"); and

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

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

WHEREAS, the City and the Contractor wish to enter into an Amended Contract changing the initial term of the Contract to expire on February 2021; and

WHEREAS, a proposed Amended Contract has been prepared and submitted to the City Council for approval, and the City Council has determined that it is in the best interest of the City and its citizens to approve said Amended Contract; and

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

WHEREAS, the City wishes to extend the Contract for an additional one-year term from February 2021, to February 2022, (the "Renewal"); and

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

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

1. That the City Council hereby approves the renewal of the Contract with Robinson Paving Co., Inc., for the General Roadway Improvements Project for an additional one-year term from February, 2021 to February, 2022.

2. That the Mayor be, and he is hereby authorized and directed to execute all documents and to take all such actions as he may deem necessary and advisable in order to carry out and perform the purposes of this Resolution, the Contract and the Renewal, or to carry out the matters authorized herein.

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

4. In order to meet the City's financial obligation under the extended Contract, the

City Council hereby authorizes the expenditure and payment from budgeted funds of up to $700,000.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

AMENDED CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2020 by and between **Robinson Paving Co. Inc.** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

General Roadway Improvements

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

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

   Approximately **four hundred thousand and 00/100** dollars ($ **400,000.00**), in accordance with the unit prices set forth in the Proposal.

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

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

6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the

Attachment: 2020 Amended Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

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

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

8) Term. The initial term of this Agreement is one year from April, 2020, up to and including February, 2021; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

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

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

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

Attachment: 2020 Amended Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

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

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

ATTEST:

City of Opelika, Alabama	
(Owner)	(Contractor)
By: _____	By: _____
_____	_____
(Owner's Witness)	(Contractor's Witness)
OWNER'S SEAL	CONTRACTOR'S SEAL

Attachment: 2020 Amended Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2020 by and between **Robinson Paving Co. Inc.** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

General Roadway Improvements

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

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

Approximately **Seven hundred thousand and 00/100** dollars ($ **700,000.00**), in accordance with the unit prices set forth in the Proposal.

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

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

6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the

Attachment: 2021 Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

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

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

8) Term. The initial term of this Agreement is one year from February, 2021, up to and including February, 2022; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.

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

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

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

Attachment: 2021 Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

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

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

ATTEST:

City of Opelika, Alabama	
(Owner)	(Contractor)
By: _____	By: _____
_____	_____
(Owner's Witness)	(Contractor's Witness)
OWNER'S SEAL	CONTRACTOR'S SEAL

Attachment: 2021 Contract (029-21 : Amending and Extending Roadway Contract with Robinson Paving Co. - ENG.)

RESOLUTION NO. 030-21

Approve Industrial Boulevard CEI Change Order for TTL - ENG.

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO CLIENT SERVICES AGREEMENT WITH TTL, INC. FOR INDUSTRIAL BOULEVARD AND NORTHPARK DRIVE IMPROVEMENTS

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Client Services Agreement (the "Agreement"), dated as of March 17, 2020, by and between the City of Opelika, Alabama (the "City") and TTL, Inc. ("TTL") for roadway design, and construction engineering and testing services in connection with improvements to Industrial Boulevard and Northpark Drive (the "Project"); and

WHEREAS, the scope of professional services included construction engineering and inspection services; and

WHEREAS, the Industrial Boulevard Project has taken longer to complete than expected because of conflicts with water mains and trucks impeding the construction process; and

WHEREAS, due to circumstances out of the control of the City and TTL, the Industrial Boulevard Improvement contract completion schedule has been extended; and

WHEREAS, because of the extended project length, TTL is having to devote more time and effort to construction engineering and testing; and

WHEREAS, construction phase services were based on the estimated contract length and fees were to be revised if the contract length should shorten or lengthen

WHEREAS, TTL is entitled to additional compensation due to project delays; and

WHEREAS, Change Order Number 1 to the Client Services Agreement between the City and TTL has been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional $170,000.00 resulting in a new contract amount of $480,700.00; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of the construction phase, and

WHEREAS, the City Engineer has reviewed all prices and documentation and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Client Services Agreement dated March 17, 2020, between the City and TTL, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby approved.

2. That the Mayor is hereby authorized and directed to execute Change Order Number 1 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 Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Controller is hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

6. That the Revenue-Purchasing Manager is authorized and directed to issue all necessary and appropriate 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 _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

CITY OF OPELIKA
CHANGE ORDER

PURCHASE ORDER NUMBER 2003050 **CHANGE ORDER NUMBER** 1
DATE PO ISSUED 4/11//2020 **EFFECTIVE DATE OF CHANGE** 2/2/2021
BID NUMBER N/A **ACCOUNT NUMBER** -63-0585231
DEPARTMENT Engineering
VENDOR/CONTRACTOR
TTL, Inc.
Greensboro Avenue
Tuscaloosa, AL35401

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

INDUSTRIAL BOULEVARD
Surveying--$17,600
Design Engineering--$109,800
Construction Engineering and Inspection--$172,200
TOTAL--$310,700

Due to various circumstances that have been out of the control of the City of the Construction Engineer, the Industrial Boulevard Improvements contract completion schedule has been extended. This construction time line extension has prolonged the need to have a construction representative on site to monitor and test the roadway construction. This construction manager is being compensated by the Construction Engineering and Testing portion of the previously approved agreement.

It is being requested by the Engineering Department that this agreement be increased to cover the Construction Engineering and Inspection expenses until the projected completion of the project. This increase in cost will still be less than the savings that has occurred with the elimination of most water relocation expenses that were in the original construction bid of the project. See attached cost breakdown.

ORIGINAL CONTRACT AMOUNT: $310,700

CONTRACT AMOUNT PRIOR CHANGE: $310,700

THIS INCREASE: $170,000

THIS DECREASE: $0

NEW CONTRACT AMOUNT: $480,700

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF** _____, 2021

_____
GARY FULLER
MAYOR

Attachment: Change Order 1 (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

Change Order Fact Sheet

Original Construction Bid Cost----------	$ 2,398,179.00.
Survey, Design and Construction Engineering Cost--	$ 310,700.00
TOTAL INITIAL CONSTRUCTION COST------	$ 2,708,879.00

Projected Project Increases

Change Order (CO)#1----------	$ 65,136.36.
Projected CO #2 (Sales Tax) ----------	$160,000.00
Construction Engineering CO #1----------	$ 170,000.00
TOTAL INCREASE----------	$ 395,136.36

Projected Project Savings

Water Upgrades Not Installed----------	$ 265,726.00
Other Projected Savings----------	$ 131,303.00
TOTOL SAVINGS----------	$ 397,029.00

ESTIMATED TOTAL CONSTRUCTION COST--------	$ 2,706,986.36
	$ 1,892.64—REMAINING

During the design of the project, our designers, TTL attempted many times to have the water lines located so they could be incorporated in the design of the project. With the replacement and upgrade of the stormwater system, there could be potential conflicts with the existing water system. As the bid deadline was approaching, TTL was instructed by the Engineering Department to make assumptions of the locations of the water line and to design a water system relocation to be incorporated into the construction proposal.

The water system relocation portion of the bid was close to $300,000. After the contractor arrived on site, closer investigation of the water system was able to take place. This investigation determined that most of the water system did not require relocation as anticipated in the design. It was determined, however, that slight modification would be needed to keep this water system safe from the construction process. This modification was added to the construction contract with a change order and it involved adding casings around the existing water line and slightly adjusting the storm water system.

This water system redesign and the adding of the change order has added work and time to the construction contract. Other issues that have delayed the project is the continued presence of logging and timber trucks from West Fraser has prevented the contractor from adding more crews to the site to keep up with the construction schedule as intended with the contract. The Engineering and Economic Development Departments have been working with West Fraser to come up with traffic alternates that will allow more construction processes. Because of these unforeseen delays in the construction process, the Construction Engineering and Inspection contract with TTL is needing extension along with the construction contract.

Attachment: Change Order 1 (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

Change Order Fact Sheet

Original Construction Bid Cost----------	$ 2,398,179.00.
Survey, Design and Construction Engineering Cost--	$ 310,700.00
TOTAL INITIAL CONSTRUCTION COST------	$ 2,708,879.00

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Change Order (CO)#1----------	$ 65,136.36.
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TOTOL SAVINGS----------	$ 397,029.00

ESTIMATED TOTAL CONSTRUCTION COST--------	$ 2,706,986.36
	$ 1,892.64—REMAINING

During the design of the project, our designers, TTL attempted many times to have the water lines located so they could be incorporated in the design of the project. With the replacement and upgrade of the stormwater system included in the roadway improvements, there could be potential conflicts with the existing water system. As the bid deadline was approaching, TTL was instructed by the Engineering Department to make assumptions of the locations of the water line and to design a water system relocation to be incorporated into the construction proposal.

The water system relocation portion of the bid was close to $300,000. After the contractor arrived on site, a closer investigation of the water system was able to take place. This investigation determined that most of the water system did not require relocation as anticipated in the design. It was determined, however, that slight modification would be needed to keep this water system safe from the construction process. This modification was added to the construction contract with a recent change order, and it involved adding casings around the existing water line and slightly adjusting the storm water system. The savings to the project after the adjustments were made in the change order totaled $265,726.00 as detailed above.

It has also been projected by TTL that there will be other savings to the project that are anticipated due to various minor changes during the construction project and other bid items that will not be utilized in the construction. This saving is anticipated to be $131,303 as listed above.

This water system redesign and the adding of the change order has added work and time to the construction contract. Other issues that have delayed the project is the continued presence of logging and timber trucks from West Fraser has prevented the contractor from adding more crews to the site to keep up with the construction schedule as intended with the contract. The Engineering and Economic Development Departments have been working with West Fraser to come up with traffic alternates that will allow more construction processes. Because of these unforeseen delays in the construction process, the Construction Engineering and Inspection contract with TTL is needing extension along with the construction contract.

Attachment: Fact Sheet Change Order 1 (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

TTL has estimated that an additional $170,000 will be more than enough cost to cover the additional water design and the extended Construction Engineering and Testing to complete the project. We are proposing to add this amount to the TTL contract from the unassigned fund. The savings that are expected to take place from the savings listed and detailed above will then revert back to the unassigned fund after the project is completed to replace this cost.

Please feel free to let me know if there are any questions or comments regarding this construction project, engineering services agreement or this change order.

Attachment: Fact Sheet Change Order 1 (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

TTL

City of Opelika

Industrial Boulevard Improvements

City of Opelika Bid No. 20032

TTL Project No. 20-10-00421.01

PROJECT FINAL COST PROJECTION

				Hudmon Construction Co., Inc, 14493 Highway 43 North Northport, AL 35475 AL License No.		*Total to Date* 1/21/2021		*Projected Total*		*To Date % Complete*	*Projecte % Complet*
BASE BID BID ITEMS											
Item No.	*Quantity*	*Unit*	*Description*	*Unit Cost*	*Total Cost*	*Quantity*	*Cost*	*Quantity*	*Cost*		
General, Demolition, Clearing, Grubbing, and Earthwork											
1	1	l.s.	Payment and Performance Bonds	$34,340.00	$ 34,340.00	0.50	$ 17,170.00	1	$ 34,340.00	50%	100%
2	1	l.s.	Mobilization and Demobilization	$26,000.00	$ 26,000.00	0.70	$ 18,200.00	1	$ 26,000.00	70%	100%
3	1	l.s.	Demolition, Clearing, and Grubbing (Approximately 3.0 Acres)	$12,000.00	$ 12,000.00	0.70	$ 8,400.00	1	$ 12,000.00	70%	100%
4	120	l.f.	Removal/Stone Backfill of Existing Pipe (4" & Larger, all materials)	$15.00	$ 1,800.00	440.00	$ 6,600.00	550	$ 8,250.00	367%	458%
5	18446	s.y.	Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter, Curb)	$5.00	$ 92,230.00	3429.00	$ 17,145.00	18446	$ 92,230.00	19%	100%
6	17	each	Remove Existing Storm Drainage Structure	$1,000.00	$ 17,000.00	5.00	$ 5,000.00	17	$ 17,000.00	29%	100%
7	100	c.y.i.p.	Slurry Fill of Abandoned Pipes and Structures	$145.00	$ 14,500.00	0.00	$ -	20	$ 2,900.00	0%	20%
8	1	l.s.	Earthwork (Approximately ±3,200 c.y.i.p. Unclassified Excavation, ±630 c.y.i.p. Borrow Excavation, ±1,500 c.y.i.p. Topsoil)	$50,800.00	$ 50,800.00	0.40	$ 20,320.00	1	$ 50,800.00	40%	100%
9	500	c.y.i.p.	Removal/Disposal/Replacement of Unsuitable Material	$18.00	$ 9,000.00	0.00	$ -	1500	$ 27,000.00	0%	300%
Base, Pave and Curb & Gutter Improvements											
10	17800	s.y.	Roadbed Processing (As Directed by the Owner's Representative)	$2.50	$ 44,500.00	0.00	$ -	0	$ -	0%	0%
11	11100	s.y.	Crushed Aggregate Stone Base, 825B (4" Thickness)	$6.12	$ 67,932.00	4447.00	$ 27,215.64	11100	$ 67,932.00	40%	100%
12	7700	s.y.	Crushed Aggregate Stone Base, 825B (6" Thickness)	$9.50	$ 73,150.00	839.00	$ 7,970.50	7700	$ 73,150.00	11%	100%
13	50	tons	Crushed Aggregate Stone Base, 825B, Leveling (Thickness Varies)	$30.00	$ 1,500.00	0.00	$ -	50	$ 1,500.00	0%	100%
14	4600	s.y.	Bituminous Treatment A (ALDOT 401)	$1.20	$ 5,520.00	0.00	$ -	4600	$ 5,520.00	0%	100%
15	460	gal	Tack Coat (Trackless Tack)(ALDOT 405A)(Access Road)	$12.00	$ 5,520.00	0.00	$ -	460	$ 5,520.00	0%	100%
16	4600	s.y.	Bituminous Concrete Wearing Surface Layer, 3/4" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)(Access Road)	$7.60	$ 34,960.00	0.00	$ -	4600	$ 34,960.00	0%	100%
17	4600	s.y.	Bituminous Concrete Upper Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)	$12.10	$ 55,660.00	0.00	$ -	4600	$ 55,660.00	0%	100%
18	300	s.y.	Asphalt Drive (See Typicals)	$22.00	$ 6,600.00	0.00	$ -	300	$ 6,600.00	0%	100%
19	650	s.y.	Concrete Drive (See Typicals)	$105.00	$ 68,250.00	0.00	$ -	650	$ 68,250.00	0%	100%
20	11100	s.y.	Concrete Pavement (See Typicals)	$59.85	$ 664,335.00	0.00	$ -	11077	$ 662,958.45	0%	100%
21	175	s.y.	Gravel Drive (See Typicals)	$9.75	$ 1,706.25	0.00	$ -	175	$ 1,706.25	0%	100%
22	10	s.y.	Concrete Slope Paving	$445.00	$ 4,450.00	0.00	$ -	10	$ 4,450.00	0%	100%
23	40	s.y.	Concrete Sidewalk	$234.00	$ 9,360.00	0.00	$ -	40	$ 9,360.00	0%	100%
24	7100	l.f.	Combination Curb and Gutter	$18.00	$ 127,800.00	1141.00	$ 20,538.00	7000	$ 126,000.00	16%	99%
25	625	l.f.	6" Stand Up Curb	$22.00	$ 13,750.00	0.00	$ -	625	$ 13,750.00	0%	100%
26	1250	l.f.	6' Valley Gutter	$78.00	$ 97,500.00	0.00	$ -	1250	$ 97,500.00	0%	100%
Storm Sewer System Improvements											
27	640	l.f.	15" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$39.90	$ 25,536.00	36.53	$ 1,457.55	640	$ 25,536.00	6%	100%
28	232	l.f.	18" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$44.25	$ 10,266.00	117.00	$ 5,177.25	327	$ 14,469.75	50%	141%
29	1136	l.f.	24" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$55.00	$ 62,480.00	211.50	$ 11,632.50	1136	$ 62,480.00	19%	100%
30	656	l.f.	30" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$70.00	$ 45,920.00	428.50	$ 29,995.00	603	$ 42,210.00	65%	92%
31	56	l.f.	36" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$80.00	$ 4,480.00	38.50	$ 3,080.00	56	$ 4,480.00	69%	100%
32	24	l.f.	48" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$120.00	$ 2,880.00	0.00	$ -	24	$ 2,880.00	0%	100%
32A	56	l.f.	54" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	$158.00	$ 8,848.00	0.00	$ -	56	$ 8,848.00	0%	100%
33	26	each	Type "S" Inlet (1 Wing) (Depths Vary)	$3,570.00	$ 92,820.00	7.00	$ 24,990.00	25	$ 89,250.00	27%	96%
34	7	each	Type "S" Inlet (2 Wing) (Depths Vary)	$4,825.00	$ 33,775.00	2.00	$ 9,650.00	7	$ 33,775.00	29%	100%
35	2	each	Concrete Junction Box (Depths Vary)	$2,890.00	$ 5,780.00	1.00	$ 2,890.00	2	$ 5,780.00	50%	100%
35A	2	each	Concrete Junction Box (5-3, 5-7)	$2,890.00	$ 5,780.00	0.00	$ -	2	$ 5,780.00	0%	100%
36	2	each	Modified Curb Inlet (Flume Inlet)	$1,800.00	$ 3,600.00	0.00	$ -	2	$ 3,600.00	0%	100%
37	1	each	18" Concrete Headwall w/ Energy Dissipator	$1,400.00	$ 1,400.00	0.00	$ -	1	$ 1,400.00	0%	100%
38	3	each	24" Concrete Headwall	$1,500.00	$ 4,500.00	0.00	$ -	1	$ 1,500.00	0%	33%
39	1	each	30" Concrete Headwall w/ Energy Dissipator	$2,600.00	$ 2,600.00	0.00	$ -	0	$ -	0%	0%
40	2	each	36" Concrete Headwall w/ Energy Dissipator	$2,800.00	$ 5,600.00	0.00	$ -	2	$ 5,600.00	0%	100%
41	1	each	48" Concrete Headwall	$3,200.00	$ 3,200.00	0.00	$ -	1	$ 3,200.00	0%	100%
42	1	each	54" Concrete Headwall w/ Energy Dissipator	$5,500.00	$ 5,500.00	0.00	$ -	1	$ 5,500.00	0%	100%
43	680	tons	Permanent Riprap, Class 2	$65.00	$ 44,200.00	0.00	$ -	625	$ 40,625.00	0%	92%
Sanitary Sewer System Improvements											
44	30	l.f.	6" PVC CL 200 Sanitary Sewer Force Main Relocation	$85.00	$ 2,550.00	0.00	$ -	25	$ 2,125.00	0%	83%
45	1	l.s.	Relocation Existing Sewer Force Main	$2,500.00	$ 2,500.00	0.00	$ -	1	$ 2,500.00	0%	100%
Water Distribution and Fire Protection System Improvements											
46	140	l.f.	Type "K" Copper Water Service Line (All Sizes 3/4" to 1 1/2")	$17.25	$ 2,415.00	0.00	$ -	140	$ 2,415.00	0%	100%
47	100	l.f.	8" D.I. CL 350 Restrained Joint Water Main	$50.00	$ 5,000.00	0.00	$ -	0	$ -	0%	0%
47A	80	l.f.	12" D.I. CL 350 Restrained Joint Water Main	$72.00	$ 5,760.00	0.00	$ -	0	$ -	0%	0%
47B	1180	l.f.	16" D.I. CL 250 Restrained Joint Water Main	$100.00	$ 118,000.00	0.00	$ -	0	$ -	0%	0%
48	48	each	16" Steel Casing (Includes Spacers and End Seals)	$139.00	$ 6,672.00	0.00	$ -	0	$ -	0%	0%
48A	36	each	24" Steel Casing (Includes Spacers and End Seals)	$183.00	$ 6,588.00	0.00	$ -	0	$ -	0%	0%
48B	94	each	30" Steel Casing (Includes Spacers and End Seals)	$197.00	$ 18,518.00	0.00	$ -	0	$ -	0%	0%
49	5	each	8" Gate Valve and Valve Box	$1,390.00	$ 6,950.00	0.00	$ -	0	$ -	0%	0%
49A	2	each	12" Gate Valve and Valve Box	$2,440.00	$ 4,880.00	0.00	$ -	0	$ -	0%	0%
50	9	each	16" Buttefly Valve and Valve Box	$4,675.00	$ 42,075.00	0.00	$ -	0	$ -	0%	0%
51	1	each	1" Direct Tap	$450.00	$ 450.00	0.00	$ -	1	$ 450.00	0%	100%
52	2	each	16" x 6" D.I. Tee	$1,252.50	$ 2,505.00	0.00	$ -	0	$ -	0%	0%
52A	1	each	16" x 8" D.I. Tee	$1,385.00	$ 1,385.00	0.00	$ -	0	$ -	0%	0%
52B	3	each	16" x 16" D.I. Tee	$1,500.00	$ 4,500.00	0.00	$ -	0	$ -	0%	0%
52C	1	each	16" D.I. Cap (Includes Cut/Cap)	$1,200.00	$ 1,200.00	0.00	$ -	0	$ -	0%	0%
52D	3	each	16" M.J.D.I. Plug	$630.00	$ 1,890.00	0.00	$ -	0	$ -	0%	0%
53	4	each	8" Bell Restaint Harnesses	$450.00	$ 1,800.00	0.00	$ -	4	$ 1,800.00	0%	100%
53A	4	each	12" Bell Restaint Harnesses	$783.00	$ 3,132.00	0.00	$ -	4	$ 3,132.00	0%	100%
53B	18	each	16" Bell Restaint Harnesses	$1,195.00	$ 21,510.00	0.00	$ -	12	$ 14,340.00	0%	67%

Attachment: Payment savings projection breakdown (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

54	10	each	Concrete Thrust Restraint (All Sizes)	$450.00	$	4,500.00	0.00	$ -	10	$	4,500.00	0%	100%
55	1	each	Remove/Reset Water Meter and Meter Box	$1,200.00	$	1,200.00	0.00	$ -	1	$	1,200.00	0%	100%
55A	1	each	Remove/Reset Water Meter and Meter Box to Grade	$2,500.00	$	2,500.00	0.00	$ -	1	$	2,500.00	0%	100%
56	2	each	Fire Hydrant Assembly	$4,310.00	$	8,620.00	0.00	$ -	2	$	8,620.00	0%	100%
57	2	each	Tie to Existing Water Meter	$1,200.00	$	2,400.00	0.00	$ -	2	$	2,400.00	0%	100%
58	2	each	Tie to Existing Water Valves	$1,800.00	$	3,600.00	0.00	$ -	2	$	3,600.00	0%	100%
59	2	each	Water Service Scheduled Tie-in	$1,500.00	$	3,000.00	0.00	$ -	0	$	-	0%	0%
59A	2	each	8" Watermain Scheduled Tie-in	$1,800.00	$	3,600.00	0.00	$ -	0	$	-	0%	0%
59B	1	each	12" Watermain Scheduled Tie-in	$2,000.00	$	2,000.00	0.00	$ -	0	$	-	0%	0%
59C	4	each	16" Watermain Scheduled Tie-in	$2,500.00	$	10,000.00	0.00	$ -	0	$	-	0%	0%
60	1	l.s.	Pressure Testing and Disinfection	$6,500.00	$	6,500.00	0.00	$ -	0	$	-	0%	0%
Erosion Control													
61	1	l.s.	Erosion Control Management and Maintenance	$6,500.00	$	6,500.00	0.70	$ 4,550.00	1	$	6,500.00	70%	100%
62	4650	l.f.	Silt Fence, Type A	$4.50	$	20,925.00	920.00	$ 4,140.00	4123	$	18,553.50	20%	89%
63	1250	l.f.	Sediment Control Logs	$6.50	$	8,125.00	20.00	$ 130.00	1178	$	7,657.00	2%	94%
64	35	each	Dome Inlet Protector	$350.00	$	12,250.00	8.00	$ 2,800.00	35	$	12,250.00	23%	100%
65	55	each	Hay Bale Ditch Checks	$10.00	$	550.00	0.00	$ -	55	$	550.00	0%	100%
66	400	s.y.	Erosion Control Netting (North American Green S75 or Equal)	$3.50	$	1,400.00	0.00	$ -	314	$	1,099.00	0%	79%
67	140	tons	Temporary Riprap, Class 2 (Check Dams and Berms)	$65.00	$	9,100.00	0.00	$ -	108	$	7,020.00	0%	77%
68	3	acres	Permanent Vegetation Establishment and Mulching	$1,850.00	$	5,550.00	0.00	$ -	3	$	5,550.00	0%	100%
69	2	acres	Hydroseeding and Mulching (As Directed by Owner's Representative)	$2,000.00	$	4,000.00	0.00	$ -	2	$	4,000.00	0%	100%
Traffic Control													
70	1	l.s.	Traffic Control	$19,000.00	$	19,000.00	0.70	$ 13,300.00	1	$	19,000.00	70%	100%
71	1	l.s.	Construction Signs	$4,500.00	$	4,500.00	0.75	$ 3,375.00	1	$	4,500.00	75%	100%
72	12000	l.f.	Temporary Striping (All Colors)	$0.30	$	3,600.00	0.00	$ -	12000	$	3,600.00	0%	100%
73	150	l.f.	Temporary 2' Stop/Yield Bars	$5.00	$	750.00	0.00	$ -	150	$	750.00	0%	100%
Permanent Signing and Striping													
74	5800	l.f.	Solid Yellow, Reflective, Paint Traffic Stripe (4" Wide)(Concrete)	$0.30	$	1,740.00	0.00	$ -	5700	$	1,710.00	0%	98%
75	70	l.f.	Solid White, Reflective, Paint Traffic Stripe (6" Wide)(Concrete)	$0.35	$	24.50	0.00	$ -	64	$	22.40	0%	91%
76	50	l.f.	2' Stop Bar (Traffic Control Marking, Reflective, Paint)(White)(Concrete)	$5.75	$	287.50	0.00	$ -	49	$	281.75	0%	98%
77	25	l.f.	2' Yield Bar (Traffic Control Marking, Reflective, Paint)(White)(Concrete)	$5.75	$	143.75	0.00	$ -	24	$	138.00	0%	96%
78	2600	l.f.	Solid Yellow, Reflective, Thermoplastic Traffic Stripe (4" Wide)	$1.20	$	3,120.00	0.00	$ -	2511	$	3,013.20	0%	97%
79	50	l.f.	2' Stop Bar (Traffic Control Marking, Reflective, Thermoplastic)(White)	$11.50	$	575.00	0.00	$ -	49	$	563.50	0%	98%
80	2	each	Pedestrian Crossing Sign and Solar Lighting	$3,000.00	$	6,000.00	0.00	$ -	2	$	6,000.00	0%	100%
Miscellaneous Items													
81	300	c.y.i.p.	Utility Trench Foundation Material (As Directed by Owner's Representative)	$48.00	$	14,400.00	0.00	$ -	200	$	9,600.00	0%	67%
82	1500	l.f.	6" Underdrain (As Directed by the Owner's Representative)	$26.00	$	39,000.00	0.00	$ -	0.00	$	-	0%	0%
83	650	l.f.	Steel Beam Guardrail and End Treatments	$29.40	$	19,110.00	0.00	$ -	648	$	19,051.20	0%	100%
TOTAL BASE BID					**$**	**2,398,179.00**		**$ 265,726.44**		**$**	**2,001,150.00**	**11.08%**	**83.44%**

CHANGE ORDERS												
Item No.	***Quantity***	***Unit***	***Description***	***Unit Cost***	***Total Cost***	***Quantity***	***Cost***	***Quantity***	***Cost***	***%***	***%***
Change Order No. 1											
Concrete Pavement Deductions											
C01	4	each	Mobilization and Demobilization	$500.00	$ 2,000.00	0.00	$ -	4	$ 2,000.00	0%	100%
C02	1	allowance	Sales and Use Tax Savings	$3,400.00	$ 3,400.00	0.00	$ -	1	$ 3,400.00	0%	100%
C03	2	each	Grading at Storm Structure No. 2-1A and No. 2-1B	$500.00	$ 1,000.00	0.00	$ -	2	$ 1,000.00	0%	100%
Storm Drainage System Improvements											
C04	1	each	Curb Grate Inlet Top Modification (Structure No. 1-2)	$402.50	$ 402.50	0.00	$ -	1	$ 402.50	0%	100%
C05	1	each	S-Inlet (2 Wing) Top Modification (Structure No. 1-8)	$455.00	$ 455.00	0.00	$ -	1	$ 455.00	0%	100%
C06	1	each	Concrete Junction Box (4' x 6')(Structure No. 2-1A)	$3,325.00	$ 3,325.00	0.00	$ -	1	$ 3,325.00	0%	100%
C07	1	each	18" Concrete Headwall (Double Barrel w/ Energy Dissipator)(Structure No. 2-	$3,220.00	$ 3,220.00	0.00	$ -	1	$ 3,220.00	0%	100%
Water Distribution and Fire Protection System Improvements											
C08	34	l.f.	16" Split Steel Casing Additional Installation	$316.83	$ 10,772.22	0.00	$ -	34	$ 10,772.22	0%	100%
C09	25	l.f.	24" Split Steel Casing Additional Installation	$325.22	$ 8,130.50	0.00	$ -	25	$ 8,130.50	0%	100%
C010	59	l.f.	30" Split Steel Casing Additional Installation	$458.67	$ 27,061.53	0.00	$ -	59	$ 27,061.53	0%	100%
C011	1	l.s.	Shoring and Support Water Mains	$2,300.00	$ 2,300.00	0.00	$ -	1	$ 2,300.00	0%	100%
C012	4	each	8" x 16" Casing Spacers	$126.00	$ 504.00	0.00	$ -	4	$ 504.00	0%	100%
C013	2	each	8" x 16" Casing End Seals	$136.32	$ 272.64	0.00	$ -	2	$ 272.64	0%	100%
C014	2	each	12" x 24" Casing Spacers	$145.00	$ 290.00	0.00	$ -	2	$ 290.00	0%	100%
C015	2	each	12" x 24" Casing End Seals	$143.75	$ 287.50	0.00	$ -	2	$ 287.50	0%	100%
C016	7	each	16" x 30" Casing Spacers	$157.81	$ 1,104.67	0.00	$ -	7	$ 1,104.67	0%	100%
C017	4	each	16" x 30" Casing End Seals	$152.70	$ 610.80	0.00	$ -	4	$ 610.80	0%	100%
TOTAL CHANGE ORDER NO. 1					$ 65,136.36		$ -		$ 65,136.36	**0.00%**	**100.00%**
TOTAL BASE BID + CHANGE ORDER NO. 1					**$ 2,463,315.36**		**$ 265,726.44**		**$ 2,066,286.36**	**10.79%**	**83.88%**

Proposed Change Order No. 2												
C01	1	allowance	Sales and Use Tax Savings	$160,000.00	$ 160,000.00	0.00	$ -	1	$ 160,000.00	0%	100%
TOTAL PROPOSED CHANGE ORDER NO. 2					$ 160,000.00		$ -		$ 160,000.00	**0.00%**	**100.00%**
TOTAL BASE BID + CHANGE ORDER NO. 1 + PROPOSED CHANGE ORDER NO. 2					**$ 2,623,315.36**		**$ -**		**$ 2,226,286.36**	**0.00%**	**84.87%**

TOTAL BASE BID	$ 2,398,179.00	$ 265,726.44	$ 2,001,150.00	11.08%	83.44%
TOTAL CHANGE ORDER NO. 1	$ 65,136.36	$ -	$ 65,136.36	0.00%	100.00%
TOTAL PROPOSED CHANGE ORDER NO. 2	$ 160,000.00	$ -	$ 160,000.00	0.00%	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1 + PROPOSED CHANGE ORDER NO. 2	$ 2,623,315.36	$ 265,726.44	$ 2,226,286.36	10.13%	84.87%
PROJECT TOTAL	**$ 2,623,315.36**	**$ 265,726.44**	**$ 2,226,286.36**	10.13%	84.87%
DIFFERENCE BETWEEN FINAL CONTRACT AMOUNT (W/CHANGE ORDERS TO DATE) AND PROJECTED TOTAL COST			**$ (397,029.00)**		
DIFFERENCE BETWEEN ORIGINAL CONTRACT AMOUNT AND PROJECTED TOTAL COST			**$ (171,892.64)**		

Attachment: Payment savings projection breakdown (030-21 : Approve Industrial Boulevard CEI Change Order for TTL - ENG.)

RESOLUTION NO. 031-21

Agreement with GDS Associates, Inc. for General Consulting Services - OPS.

RESOLUTION NO. _____

RESOLUTION APPROVING GENERAL CONSULTING SERVICES AGREEMENT WITH GDS ASSOCIATES, INC.

WHEREAS, The City of Opelika (hereinafter referred to as "the "City"), desires to enter into a General Consulting Services Agreement with GDS Associates, Inc., (hereinafter referred to as "GDS") for engineering services to assist Opelika Power Services with DOT permits and special projects on an as-needed basis; and

WHEREAS, GDS is a professional engineering and general consulting firm that possesses the requisite knowledge, skill and resources to provide engineering and consulting services for said projects; and

WHEREAS, a proposed General Consulting Services Agreement (the "Agreement") by and between the City and GDS has been prepared by GDS 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;

WHEREAS, the estimated compensation due to GDS under the Agreement from the City is $150,000.00; and

WHEREAS, the Director of Opelika Power Services has certified that sufficient funds are available to pay for such services in the OPS Electric Fund; and

WHEREAS, the Alabama Competitive Bid Law authorizes the City to award said

contract as a professional services agreement without public bidding.

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

1. That the proposed General Consulting Services Agreement by and between the City of Opelika and GDS Associates, Inc., 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 and to carry out fully the transactions contemplated therein on behalf of the City.

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

4. That all costs incurred by the City under and pursuant to said Agreement shall be paid from the OPS Electric Fund, and the Controller is hereby authorized and directed to make

all necessary and appropriate budget adjustments to implement this Resolution.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 202__, by and between GDS Associates, Inc. ("GDS Associates"), a corporation duly incorporated and validly existing under the laws of the State of Georgia, and _____ ("Client"), _____ and validly existing under the laws of the State of _____.

WHEREAS, GDS Associates is engaged in the business of providing professional engineering and general consulting services; and

WHEREAS, Client desires to retain the services of GDS Associates on a continuing basis; and

WHEREAS, GDS Associates is willing to provide Client with professional engineering and general consulting services on a continuing basis, and Client is willing to accept such services, all upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. PURPOSE OF AGREEMENT

This Agreement shall be applicable, on a continuing basis, to all professional engineering, engineering consulting, and other consulting services performed for or on behalf of Client by GDS Associates ("Services"). Client and GDS Associates shall, from time to time, enter into project agreements ("Project Agreements") specifying the various Services to be provided ("Project Assignments") by GDS Associates.

2. TERM

(a) Except as otherwise provided herein, this Agreement is effective from the date first written above and shall remain in effect until terminated in writing by either party. Completion of any Services or Project Assignments by GDS Associates shall not terminate this Agreement. It is the intent of the parties hereto that this Agreement shall remain in effect and that the terms and conditions hereof shall govern Client's requests for future Services or the performance of future Project Assignments by GDS Associates.

(b) (i) This Agreement may be terminated upon the receipt of thirty (30) days' written notice of such termination by either party from the other and such termination thereby terminates all Project Agreements.

(ii) A Project Agreement may be terminated upon the receipt of ten (10) days' written notice thereof; provided, however, that such termination does not terminate the Agreement or any other Project Agreement.

(iii) In the event of any termination under this subparagraph (b), GDS Associates shall be compensated as provided herein for all Services rendered up to and including the date of receipt of notice of termination.

3. SERVICES

With regard to each Project Assignment, GDS Associates, upon Client's request, agrees to:

(a) Consult with Client to define the requirements of the Project Assignment, to review the available data, and to specify data requirements;

(b) Advise Client as to whether, in GDS Associates' opinion, Client should or should not obtain special services or data;

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

(c) Perform professional engineering, engineering consulting, and other general consulting services as deemed reasonably appropriate by GDS Associates;

(d) Prepare analyses, reviews, evaluations, plans, and other studies, as deemed reasonably appropriate by GDS Associates;

(e) Prepare written documentation of GDS Associates' findings, conclusions, and recommendations and in addition, if requested by Client, make a personal presentation of any such findings, conclusions, and recommendations to the Client.

(f) The standard of care for all services performed or furnished by GDS Associates under this Agreement will be the care and skill ordinarily exercised by members of GDS Associates' profession practicing under similar circumstances at the same time and in the same locality. GDS Associates shall provide a sufficient number of qualified personnel to fulfill GDS Associates' obligation to provide services within the time limits set forth in the Project schedule.

(g) Endeavor to perform GDS Associates' services in compliance with all applicable federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any body having jurisdiction over a specific project.

(h) GDS Associates' services shall be reasonably accurate and free from material errors or omissions. Upon notice, GDS Associates shall promptly correct any known or discovered error, omission or other defect without additional cost or expense to Client.

4. RESPONSIBILITIES OF CLIENT

With regard to each Project Assignment, Client, without limitation, shall:

(a) Designate and authorize an officer or other agent of Client to act on Client's behalf in all matters reasonably related to each Project Assignment;

(b) Provide GDS Associates with all criteria and necessary information;

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

(c) Furnish to GDS Associates all existing studies, reports, and other data available to Client pertinent to the Project Assignment;

(d) Obtain for GDS Associates' use additional reports, data, or information as may be reasonably required by GDS Associates;

(e) Review and examine all Services provided by GDS Associates to Client and, when necessary, obtain counsel, whether legal or otherwise, in connection with decisions made pursuant to or collateral to such Services.

In performing Services hereunder, GDS Associates shall have the right to justifiably rely on any and all such studies, reports, data, and services provided to GDS Associates by or on behalf of Client.

5. BREACH

In the event either party hereto breaches any of the provisions of this Agreement, the non-breaching party at its option may give the breaching party written notice of such breach and shall allow the breaching party reasonable time to cure such breach. In the event such breach is not cured within said time, this Agreement and all Project Agreements shall terminate, and Client shall compensate GDS Associates for all Services performed or contracted for up to and including the date of the termination of this Agreement and each Project Agreement.

6. COMPENSATION

Unless otherwise provided herein or in a Project Agreement, GDS Associates shall be compensated for Services in accordance with Exhibit A attached hereto and which is incorporated herein and made a part hereof.

7. PAYMENT

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

GDS Associates shall submit statements to Client for all charges and Services rendered by GDS Associates and for costs incurred by GDS Associates as provided in Exhibit A hereto. Client agrees to pay promptly to GDS Associates all amounts stated on each such statement. If payment is not received by GDS Associates within thirty (30) days after GDS Associates' delivery of such statement to Client by U.S. Mail or otherwise, the amounts due GDS Associates may include a monthly charge equal to the higher of: (a) the prime rate plus one percent (1%) divided by twelve (12); or (b) an amount equal to eighteen percent (18%) annually, one and one-half percent (1-1/2%) monthly. Such monthly charge shall accrue on all amounts due from said thirtieth (30th) day through the date on which such statement is paid in full; provided, however, that in no event shall such charge exceed the maximum legal rate allowable by law. Client understands and agrees that in the event of non-payment, GDS Associates may, after giving written notice to Client, suspend Services under this Agreement and under any Project Assignment of Client. The failure of GDS Associates to impose any such charges or suspend any Services for any period of time shall not constitute a waiver of GDS Associates' right to do so at any future date.

In the event Client fails to pay GDS Associates all amounts which become due under this Agreement or any Project Agreements, or fails to perform any of its obligations hereunder, and GDS Associates refers such matter to an attorney, Client agrees to pay, in addition to any amounts due hereunder, any and all costs incurred by GDS Associates as a result of such action, including reasonable attorneys' fees.

8. DOCUMENTS, SOFTWARE, SYSTEMS, AND PROCESSES

(a) Unless otherwise provided in a Project Agreement, all documents provided by GDS Associates to Client pursuant to this Agreement are instruments of service with respect to a particular Project Assignment and are not intended or represented to be suitable for reuse by Client

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

or others. Client understands and agrees that any such reuse by Client without the written verification and authorization by GDS Associates of such reuse shall be at Client's sole risk and without liability or legal exposure to GDS Associates.

(b) All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, or any other material produced, created or accumulated in performing this Agreement are and shall remain the property of the Client and may be published in whole or in part without permission or any additional payments or fees to GDS Associates. Reuse of said documents by the Client shall be at the Client's risk and responsibility and not that of GDS Associates. The parties may use any portions of said documents at their own risk and responsibility. During the preparation of the design documents, GDS Associates shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These backup CADD computer files are the property of GDS Associates.

(c) Unless otherwise provided in a Project Agreement, all software, systems, and processes formulated or developed in connection with a Project Assignment pursuant to this Agreement by GDS Associates are the sole property of GDS Associates, and Client shall have no rights to the use of nor make any proprietary claims to such software, systems, processes or items.

9. COST CONTROL

Opinions of probable costs, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by GDS Associates hereunder shall be made on the basis of GDS Associates' best judgment as a consulting firm in accordance with generally accepted standards. Client understands and agrees that GDS Associates' opinions, evaluations, studies, analyses, and considerations are often based

Attachment: Opelika - GDS Continuing Basis Final 02102021 (031-21 : Agreement with GDS Associates, Inc. for General Consulting Services -

on conditions over which GDS Associates has no control and that any such studies, analyses, evaluations, and opinions of probable costs prepared by GDS Associates must of necessity be speculative. Accordingly, GDS Associates in no way warrants or represents that any of such studies, analyses, evaluations, or opinions of probable costs will not vary as a result of such conditions.

10. INDEMNIFICATION AND INSURANCE

(a) GDS Associates shall save harmless and indemnify the Client and its officers, elected officials, and employees from all claims, losses, expenses and liability due to activities of GDS Associates, its agents or employees arising out of services performed under this Agreement and which are caused by or are the result from error, omission or negligent act of GDS Associates or of any person employed by GDS Associates. GDS Associates shall also indemnify and save harmless the Client from any and all expense, including, but not limited to, reasonable attorney's fees which may be incurred by the Client in litigation or otherwise resisting any claim or liability which may be imposed on the Client as a result of such error, omission or negligent act by GDS Associates, its agents or employees."

(b) GDS shall obtain and maintain in the limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation endorsed with a waiver of subrogation in favor of the Client in the amount of the statutory obligations imposed under the Alabama Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Client as an additional insured and endorsed with a waiver of subrogation in favor of the Client with limits of liability of not less than three million dollars ($3,000,000) combined, single limit each occurrence and in the aggregate for bodily injury and property damage.

3. Business Automobile Liability Policy, endorsed with the Client as an additional insured with a waiver of subrogation in favor of the Client in limits of liability of not less than one million dollars ($1,000,000) each person for bodily injury, three million dollars ($3,000,000)

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each occurrence for bodily injury and one million dollars ($1,000,000) each occurrence for property damage.

4. Professional Liability in limits of three million dollars ($3,000,000) each occurrence or in the aggregate.

GDS Associates may carry and maintain excess or umbrella liability insurance to satisfy the above insurance coverage requirements.

Work pursuant to the Agreement shall not be commenced by GDS Associates until after the policy or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give the Client thirty (30) days written notice prior to the cancellation, material revision or intention not to renew, have been submitted to the Client. GDS Associates, at its expense, shall purchase and maintain in force at all times during the terms of this contract the insurance with limits not less than indicated above

11. PROJECT ASSIGNMENTS

(a) Client understands and agrees that all Services and Project Assignments provided by GDS Associates to Client shall be upon the terms and conditions contained in this Agreement. Client understands and agrees and further warrants and represents to GDS Associates that Services and Project Assignments shall only be performed pursuant to the terms and conditions of this Agreement and Project Agreements may only be amended as provided herein.

(b) Project Agreements by and between GDS Associates and Client shall specify the duties and responsibilities of GDS Associates for each Project Assignment and shall supplement this Agreement. Such Project Agreements shall be in the form of Exhibit B attached hereto and which is incorporated herein and made a part hereof. To the extent there is a conflict between this Agreement and a Project Agreement, this Agreement shall prevail.

(c) Any project schedule, as it pertains to a Project Assignment, and any subsequent modification thereto shall be prepared with GDS Associates' concurrence. GDS Associates shall not be liable for any damages arising from late performance caused by riots, storms, fire, explosions, war, embargo, acts of God, or any other cause beyond GDS Associates' reasonable control.

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(d) GDS Associates agrees to use its best efforts to commence work on each new Project Assignment when requested and to comply with the project schedule provided in such Project Assignment as mutually agreed upon by Client and GDS Associates. Client agrees that it shall furnish GDS Associates with all necessary data and fulfill its responsibilities and obligations hereunder in a timely manner. Client further agrees that if Client fails to fulfill its responsibilities and obligations in a timely manner hereunder, GDS Associates shall be due an extension of time under the Project Assignment work schedule due to such failure.

(e) Services required as a result of a change requested by the Client extend the time required for completion of a Project Assignment, the time allocated for the Project Assignment shall be adjusted accordingly.

12. SUBCONTRACTORS

GDS associates may, upon the written consent of Client, retain qualified subcontractors from time-to-time to assist in the performance of services under this Agreement and individual Project Agreements.

13. CONTRACTUAL RELATIONS

Nothing contained in this Agreement, any amendments hereto, or any Project Agreement, or any Project Assignment, shall create or cause any contractual relationship or liability between GDS Associates and any third parties.

14. INDEPENDENT AGREEMENTS

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It is acknowledged that, from time to time, Client and GDS Associates may agree to Services under specified terms and conditions different from those contained herein. In any such event, such specified terms and conditions shall apply only to such Services in those instances in which they are different from those contained herein. Any and all terms or conditions contained herein which are not inconsistent with such specified terms and conditions shall apply and be of full force and effect.

15. SPECIAL AND CONSEQUENTIAL DAMAGES

Except as provided herein, in no event shall either party be liable for special or consequential damages. Each party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claim. Nothing in this limitation shall be construed to imply any limitation with respect to any third party who may make a direct claim against GDS Associates or the Client.

16. GENERAL

This Agreement supersedes all prior agreements between GDS Associates and Client and contains the entire agreement of the parties hereto regarding the subject matter hereof, and no representation, inducement, promise or agreement, oral or otherwise, between the parties hereto regarding the subject matter hereof, not embodied herein, shall be of any force or effect. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors, and permitted assigns.

17. SEVERABILITY

If any clause or provision of this Agreement is held or deemed to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected

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thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be deemed to have been added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, and at the same time, be legal, valid, and enforceable. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be deemed cumulative of and in addition to those provided by law.

18. CAPTIONS

The captions in this Agreement are added as a matter of convenience only and shall not be considered in the construction, interpretation, or enforcement of any provision hereof.

19. ASSIGNMENTS

This Agreement or any Project Agreement may not be assigned by either party without the written approval of the other party; provided, however, approval of such assignment shall not be unreasonably withheld.

20. WAIVER

Any waiver at any time by either party hereto of its rights with respect to the other party or with respect to any matter arising in connection with this Agreement or a Project Agreement shall not be considered a waiver with respect to any subsequent default or matter.

21. NOTICES

All notices required to be given in writing under this Agreement shall be deemed delivered when deposited in the United States mail with first class postage prepaid unless otherwise provided herein. Such notice if being given to GDS Associates shall be addressed to:

President
GDS Associates, Inc.
Suite 800
1850 Parkway Place

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Marietta, Georgia 30067

and if being given to Client shall be addressed to:

Mayor
City of Opelika
P. O. Box 390
Opelika, AL 36803

Either party may change its respective notice address by written notice as specified above.

22. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.

23. COMPLIANCE WITH IMMIGRATION LAW

By signing this Agreement, the contracting parties agree that, for the duration of the Agreement, that they will not violate federal immigration law or knowingly 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 to be in breach of the Agreement and shall be responsible for damages resulting therefrom, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

City of Opelika

By:_____

Title:_____

GDS ASSOCIATES, INC.

By:_____

Title:_____

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RESOLUTION NO. 032-21

Approve Pole Attachment License Agreement with the Utilities Board - OPS.

RESOLUTION NO. _____

RESOLUTION APPROVING POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES WITH THE UTILITIES BOARD OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the City of Opelika, Alabama (the "City") and The Utilities Board of the City of Opelika, Alabama (the "Board") desire to cooperate in the joint use of the City's poles erected or to be erected within areas in which both parties render service; and

WHEREAS, a proposed Pole Attachment License Agreement for Distribution Poles (the "Pole Attachment License 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 Pole Attachment License Agreement.

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

1. That the proposed Pole Attachment License Agreement for Distribution Poles to be entered into between the City of Opelika and The Utilities Board of the City of Opelika, Alabama, a copy of which is attached hereto and incorporated herein as Exhibit "A" , be and the same is hereby approved, 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 Pole Attachment License Agreement.

2. That the Mayor is hereby authorized and directed to execute said Pole Attachment License Agreement for 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.

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

ADOPTED AND APPROVED this the ____ day of _____, 2021.

_____

C.E. "EDDIE" SMITH, JR.
PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

RUSSELL A. JONES

CITY CLERK

Attachment: Opelika Utilities Pole Attachment Licenses Agreement 02162021 (032-21 : Approve Pole Attachment License Agreement with the

POLE ATTACHMENT LICENSE AGREEMENT

FOR DISTRIBUTION POLES

BETWEEN

City of Opelika, Alabama

AND

The Utilities Board of the City of Opelika

DATED February 16, 2021

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

City of Opelika, Alabama, a municipal corporation organized under the laws of the State of Alabama, (hereinafter called the "Owner"), and The Utilities Board of the City of Opelika (hereinafter called the "Licensee"), desiring to cooperate in the joint use of Owner's poles, erected or to be erected within the areas in which both parties render service in the State of Alabama, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective February 16, 2021 ("Effective Date"):

ARTICLE 1 – SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Alabama and shall cover all distribution poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Owner reserves the right for good cause to exclude from joint use any of its facilities for reasons of safety, reliability, capacity, generally applicable engineering standards, or any uncured Licensee Default for which the Licensee has been noticed as provided for in Article 12, Defaults. Owner may also exclude from joint use any of its facilities that occupy rights-of-way or other necessary privileges.

ARTICLE 2 – EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. "Actual Costs" is defined as all costs including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractors' fees when used in lieu of Owner labor, and tree trimming costs. Owner Actual Costs shall be verifiably comparable to the cost Owner pays for similar work to its own facilities. Engineering incudes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.

2. "Actual Inventory" is defined in Article 11.A, Adjustment Payments.

3. "Adjustment Payment" is the actual rental rate paid the by the Licensee to the Owner for Attachments to Poles as provided for in Article 11, Adjustment Payments, of this Agreement.

4. "Application" is the process used by the Licensee to receive Owner's permission to install initial facilities to Owner's poles and to add additional facilities, including Over-Lashing of existing facilities, to modify mechanical loading of Owner's poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between Owner's poles. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

5. "Attachment" is any wire, line or apparatus attached to a Pole owned by Owner, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Over-Lashings (defined below), guy wires and anchors that are required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers, pedestals, bonding wires and power supplies and associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to the Owner's Pole, and Service Wires installed on "J-Hooks" are located within a space consisting of a total of twelve inches (12") either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment.

6. "Contact Person" is defined in Article 18.A and 18.B, Notices.

7. "Cost in Place" is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

8. "Effective Date" is defined in the Preamble.

9. "Owner" is defined in the Preamble.

10. "Owner Rules and Practices for Attachments" means the general plan established for the orderly use of Poles by Owner and multiple parties and is attached to this Agreement as Appendix R.

11. "Initial Inventory" is an inventory of Licensee's Attachments completed within one (1) year of the Effective Date of this Agreement, which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Owner Poles.

12. "Initial Safety Inspection" is a survey of the Licensee's Attachments to Owner Poles to identify and remediate non-conforming Attachments (e.g. NESC violations) on Owner Poles.

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13. "Joint Pole" is a pole for which joint use is established or continued pursuant to the terms of this Agreement.

14. "Joint User" is a person or entity that is currently occupying or reserving space on Owner's Poles, and may attach to a Pole or anchor owned by Owner in return for granting Owner equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

15. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on an Owner Joint Pole and defined in the Preamble.

16. "Licensee Transfer Date" is defined in Article 7.F, Maintenance of Poles and Attachments.

17. "Make-Ready" is all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the Pole, Transfers and other work incident thereto.

18. "Make-Ready Costs" means all costs necessary for Owner, and other existing parties on the Pole, to prepare its Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads and tree trimming costs. Engineering may include design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also including among Make-Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Owner Make-Ready Costs shall be verifiably comparable to the cost Owner pays for similar Make-Ready work to its own facilities. Make-Ready Costs do not include any costs associated with correcting violations of the Owner, or others attached to the Owner's Pole, that exist at the time that Licensee submits an Application.

19. "Make-Ready Estimate" means the estimate prepared by Owner for all Make-Ready Work that may be required by Owner to accommodate Attachment/Attachments by Licensee.

20. "Make-Ready Work" means all work required by Owner to accommodate Attachment/Attachments by Licensee.

21. "NESC" is defined in Article 3, Specifications.

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22. "Non-Guyed Service Drop" is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3, Specifications. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article 3, Specifications, then it would not be treated as a Non-Guyed Service Drop under this Agreement but would be treated as a cable.) Non-Guyed Service Drops are subject to all provisions of this Agreement, including rental and the provisions of Article 3, Specifications, but Non-Guyed Service Drops are not subject to the permit application process set forth at Article 4.B, Establishing Attachments to Poles, Licensee must provide a summary, at least quarterly, of all Non-Guyed Service Drops added or removed to/from Owner's Poles so that Owner may adjust the billing records for Licensee's joint use Attachments. As an alternative to quarterly reporting, Licensee may use a "Specified Percentage" to annually increase the number of service wire Attachments.

23. "Old Attachment Agreement" is defined in Article 21, Existing Contracts.

24. "Outside Party" is defined in Article 13.A, Rights of Other Parties.

25. "Over-Lashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any proposed Over-Lashing by Licensee is subject to the Application process as well as other applicable provisions of this Agreement. Notwithstanding the above, Licensee's Over-Lashing shall not be subject to a separate annual Attachment rental fee. Licensee shall not allow third party Over-Lashing without Owner's prior approval.

26. "Pole" or "Distribution Pole" is a wooden, concrete or steel structure owned by Owner, and normally used by Owner, to support distribution lines and related facilities of Owner, including drop and lift Poles, In the event the Owner installs a Pole larger than is initially required for Owner's and Licensee's use in anticipation of Owner's future requirements or additions, the additional space provided by Owner shall be reserved for Owner's sole use.

27. "Pole Attachment Rental Fee" means the annual amount per Attachment that Licensee must pay to Owner pursuant to this Agreement in order to affix each Attachment to Owner's Poles.

28. "Rearrangement" is the moving of Attachments from one position to another on the same Pole.

29. "Referee" is defined in Article 19.B, Resolution of Certain Disputes.

30. "Specified Percentage" is defined in Article 11.B, Adjustment Payments.

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31. "Transfer" is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.

32. "Unauthorized Attachment" means any affixation of any Licensee Attachment of any nature to any property of Owner, including Distribution Poles, which has not been previously authorized by Owner or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to Owner's Poles without permission from Owner as provided for in Article 9, Unauthorized Attachments, of this Agreement. Over-Lashing of existing facilities without an approved Appendix A from the Owner shall also be considered an Unauthorized Attachment.

33. "Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.

ARTICLE 3 – SPECIFICATIONS

Except as otherwise provided in Article 7.I, Maintenance of Poles and Attachments, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the use of the Poles covered by this Agreement shall at all times be in conformity with all applicable (1) RUS Standards as they apply to Licensee's Attachments; and subsequent revisions thereof; (2) requirements of the National Electrical Safety code and subsequent revisions thereof ("NESC"); (3) the Specifications found in Appendix R which is incorporated into and made a part of this Agreement and subsequent revisions thereof; (4) The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof; (5) the Society of Cable Television Engineer's (SCTE) Recommended Practices for Coaxial Cable Construction and Testing and subsequent revisions thereof; (6) the SCTE Recommended Practices for Optical Fiber Cable Construction and subsequent revisions thereof; and (7) the lawful requirements of public authorities. Where there is a disagreement between the above-referenced Specifications, the more stringent shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements. Certain requirements of the Owner that exceed or supplement the NESC are identified in Appendix R to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix R, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES

A. Before Licensee shall make use of the Owner Poles under this Agreement, including Over-Lashing, it shall comply with the requirements set forth herein. Appendix A shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, or (ii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving he Appendix A. When transmittal by U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Owner as notice that the permit information is being carried by the U.S. mail, and to notify the Owner of the impending fifteen (15) business

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day interval to respond to Licensee's permit. This is to prevent disputes regarding the fulfillment of the fifteen (15) business day interval below, and to avoid imposition of the "Unauthorized Attachment Fee".

B. APPENDIX A PROCEDURE

1. Except in connection with (i) the placement of Non-Guyed Service Drops, (ii) Pole Transfers; or (iii) power supplies, amplifiers or risers, Licensee must submit to Owner an Appendix A for any Licensee construction on Owner Poles (including reconstruction of existing Pole lines, road improvement projects requiring the placement of new Poles and the Over-Lashing of Licensee's cables) in association with the placement of new Licensee Attachments, Over-Lashing existing Attachments, or removal of existing Licensee Attachment on Owner Poles. *(The intent of this procedure is for Licensee to provide notice to Owner for any Licensee construction resulting in a change in mechanical pole loading on Owner Poles due to Licensee's Attachments and also notice for the addition or removal of Licensee Attachments for tracking of the total number of Licensee Attachments.)*

2. Licensee shall submit a completed Application on the form, attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

   a. *Application Fee* – Except as to (1) installation of new Owner Poles where none currently exist, as provided for in Article 5.A, Placement of New Poles, and (2) road widening projects, each "Appendix A" submitted by Licensee, shall be accompanied with a check in the amount of fifty dollars ($50.00) for Owner to process and log the Application. No Appendix A form shall include more than fifty (50) Poles unless prior permission is obtained from the Owner. Failure to include payment of the fees when submitted the Appendix A will result, at the Owner's option, in the returning of the Appendix A to Licensee unapproved or holding the Appendix A until payment is received. Appendix A is solely for the removal of Licensee's Attachments and are not subject to the Application Fee. With respect to (1) road widening projects and (2) installation of new Owner Poles where none currently exist, Licensee shall be required to submit an Appendix A, as provided for in other sections of this Agreement, but Application Fees shall not apply. Licensee shall be allowed to establish an "escrow account" with Owner for the Application Fes provided for herein. Licensee shall maintain the "escrow account" at a level that is mutually agreed upon by both Parties, but not to exceed an amount equivalent to six (6) months forecasted permit activity.

   b. *Inspection Fee* – Licensee shall reimburse Owner the Actual Costs, except in the case of Transfers for road improvement projects and Owner's installation of new Poles where none currently exist, including all labor,

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materials, transportation, normal overheads and appropriate and reasonable other costs incurred by Owner in performing necessary field inspections and preparation of an estimate of the Make-Ready Costs of each Pole covered in the Appendix A. The Owner will provide, as a deliverable for the above Inspection Fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Owner for such costs within forty-five (45) days of receipt of the invoice from Owner.

Within fifteen (15) business days after the receipt of such completed Application (or ten (10) business days if the only work being done by Licensee on the Appendix A is Over-Lashing and no Owner Make-Ready is required) the Owner shall notify the Licensee in writing whether the Application is approved or rejected, and if Make-Ready construction by the Owner is required, an estimate for such costs. If so approved or if not rejected within the fifteen (15) business day period the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provide in this Agreement. If the Owner rejects the Application in whole or in part, the Owner will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1, Scope of Agreement.

3. The Make-Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make-Ready Work and shall reflect costs that are verifiably comparable with Owner Actual Costs. The Licensee may request clarification on the Make-Ready Cost before requesting the Owner to commence Make-Ready Work. The Owner's total charges shall not exceed 120% of the estimate and otherwise shall be consistent with Article 8(G), unless such additional costs are caused by changes in Licensee's plans from the original permit.

4. Owner shall normally convince commence Make-Ready Work within twenty (20) business days of receipt of Licensee's written acceptance of the Make-Ready Estimate and shall complete the Make-Ready Work consistent with its standard work order process. Licensee may request expedited handling of Owner's work, and Licensee shall be responsible for the additional Actual Costs incurred by Owner for such expedited processing. To the extent it has the authority to do so, owner shall cause all other Licensees or Joint users to similarly expedite the completion of all Make-Ready Work. Owner shall use its best efforts to complete all Make-Ready Work within sixty (60) business days of receipt of Licensee's written acceptance of the Make-Ready Estimate for the Make-Ready Work. Licensee shall make payment for Owner's Make-Ready Work within forty-five (45) days of the written acceptance.

5. Upon receipt of notice by Licensee from Owner that the Application has been approved or in the absence of rejection of the Application within fifteen (15) business days from the receipt of the completed Application, and after the

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completion of any Transferring or rearranging which is required to permit the attaching of the Licensee's Attachments on such Poles, including any necessary Pole replacements, the Licensee shall have the right hereunder to place such Attachments on such Poles in accordance with the terms of the Application and of this Agreement (including Article 3, Specifications). The Owner's approval of an Appendix A Application shall be valid for one-hundred twenty (120) days. If the Licensee fails to (1) accept and make payment of Make-Ready Costs (if any) within one-hundred twenty (120) days of the Owner's acceptance, or (2) initiate construction within one (1) calendar year, the Owner may, in its sole discretion, deem the terms and conditions outlined in the Appendix A null and void, and require the submission of another Appendix A on the part of the Licensee, along with engineering fees necessary to reimburse the Owner for revised engineering and cost estimates. The Licensee must ensure that its new facilities can be constructed and maintained in accordance with Article 3, Specifications, of this Agreement. Where field conditions preclude such compliance, Licensee shall notify the Owner prior to construction.

C. An Appendix A that contains only removal of Attachments is not subject to any fees. Any Non-Guyed Service Drop that is placed by the Licensee on an Owner Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of Non-Guyed Service Drops shall not alone create an absolute right to the space occupied by the Licensee.

D. Licensee, without following the Appendix A procedure, may utilize vertical unused space below its Attachment as defined in Article 2, Explanation of Terms, for terminals, risers, power supplies or other vertical Attachments if the existing Attachment on such Pole is authorized, such use does not interface with the Owner's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and such use complies with the terms of this Agreement (including the provisions of Article 3, Specifications). Any such Attachment and Pole will be subject to all other provisions of this Agreement.

E. Both Licensee and Owner shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Required anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times, to execute such work promptly and in such manner as not to interfere with the service of the other party.

F. The cost of making Attachments on existing Poles, as provided herein, including the making of any necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.

G. Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:

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1. Licensee's Attachment was licensed under the terms of a prior Pole Attachment Agreement; or

2. Licensee had Attachments on the Pole—either licensed or unlicensed—as of the Effective Date.

H. This Agreement may be used by the Licensee to install "wireless" equipment facilities to Owner Poles, so long as the equipment does not exceed Licensee's one-foot of space and does not interfere with the facilities of Owner or other Licensees attached to Owner's Poles.

I. Except as provided for in Articles 12, Defaults, and 20, Term of Agreement, the Licensee shall have the right to transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue joint use on such Pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the Owner may terminate the Licensee's rights under this Article 4.I, consistent with Article 12, Defaults. Furthermore, after any termination of the right to make Attachments to additional Poles, the Owner may terminate the Licensee's rights under this Article 4.I if three (3) or more Unauthorized Attachments (as defined in Article 9, Unauthorized Attachments) are found within any twelve (12) month period. The Owner may reinstate the Licensee's rights under this Article 4.I if the Owner deems it appropriate.

ARTICLE 5 – PLACEMENT OF NEW POLES

A Whenever Owner requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it will normally notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of the Owner, suitable for Licensee's Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to seek to attach facilities to the new Poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Appendix A, as such may be required by Article 4, Establishing Attachments to Poles, above; however, Licensee shall not be subject to Application or Inspection Fees for such Appendix A. Should the Licensee fail to submit an Appendix A within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Appendix A in accordance with Article 4, Establishing Attachments to Poles, including the payment of all applicable Application Fees, Inspection Fees and Make-Ready Costs.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors prior to tensioning strand to sustain unbalanced loads caused by its Attachments. Owner shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the

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additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 – RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

While the owner and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Owner does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's Poles, no liability on account thereof shall attach to the owner of the Poles.

ARTICLE 7 – MAINTENANCE OF POLES AND ATTACHMENTS

A. The Owner shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the Specifications mentioned in Article 3, Specifications, and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Owner's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Owner's Poles. Licensee shall, prior to working on a Pole that contains non-compliant or unsafe conditions, promptly notify Owner of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and Owner will cause the existing condition to be promptly corrected. License's workmen will not subject themselves or others to an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheet and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement and/or disposal of the Pole. Owner does not warrant, guarantee or imply that any Pole abandoned by Owner possesses sufficient mechanical strength as required by or far any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Owner will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-Guyed Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Joint Pole, the Owner shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed

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in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 7, Section C.

D. Transfer of Licensee's Attachments by the Owner - In any case where it is mutually beneficial and agreeable by both parties, the Owner or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Owner such costs the Owner incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Owner is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. The Owner will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Owner shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made in behalf of the Licensee.

1. **Normally Scheduled Construction** - Approval for such Transfers made by the Owner on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.

2. **Emergency Construction** - In such cases, in the judgment of Owner, a Pole requires immediate replacement due to a dangerous condition or conditions, the Owner or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Owner shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed.

3. **Facility Types To Be Transferred** - The Owner or its contractors will only Transfer Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new

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Pole. The Owner or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.

Pricing for Transfers - When the Owner Transfers the Attachments of the Licensee in accordance with the above provisions, the price per attachment transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement and will continue for 2021. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis. Transfers under this agreement only applies to cables attached in the communications zone. A separate contract is required for cable connected in the power zone of the pole.

4.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Owner

Duration	Cable Attachments	Service Drop
Contract start date to December 31, 2021	$59.34	$35.61

E. Should (i) the Owner elect not to Transfer Licensee's facilities under the above terms, and (ii) Licensee fails to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all necessary third party and Owner responsible Transfers have been accomplished, the Owner may elect to relinquish the ownership of the old Pole from which it and all other Licensees and Joint Users have removed their Attachments with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old Pole shall, with the giving of ten (10) business days' notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Owner is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the Pole remains in structural conflict with the power route.

F. Should the Owner elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all third party and Owner responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensee shall pay the Owner the following amounts until the Licensee has Transferred its Attachments and notified the Owner in writing or through NJUNS that the Transfer has been accomplished: (a) $5.00 per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) $10.00 per Pole per month (instead of $5.00) beginning with the 241st day

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after the Licensee Transfer Date. In addition, the cost incurred by the Owner to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where Owner has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site. *The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time.* The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.

1. Transfer penalties shall not apply during the first six (6) months after the Effective Date of this agreement for outstanding Transfers for which Licensee has received appropriate notice prior to the Effective Date. Transfers identified during the Initial Inventory shall not be subject to the penalties above for the first six (6) months after notice to the Licensee.

Each party shall at all times maintain all of its Attachments in accordance with the Specifications mentioned in Article 3, Specifications, and shall keep them in safe condition and in thorough repair. Licensee's Attachments shall be identified and marking standards as approved by Owner. Attachments previously in place on Owner's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year should Owner encounter any of Licensee's Attachments without permanent identification markers, Owner may notify Licensee provided that Owner can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Owner may install the necessary markers, and Licensee shall reimburse Owner for the cost of such work.

G. Each party shall be responsible for right-of-way maintenance for its own facilities at its own expense.

H. Any existing joint use construction of the parties hereto which does not conform to the Specifications mentioned in Article 3, Specifications, shall be brought into conformity therewith as soon as practicable. When such existing construction shall have been brought into conformity with said Specification, it shall at all times thereafter be maintained as provided in G of this Article.

I. The cost of maintaining Poles and Attachments and of bringing existing joint use construction into conformity with said Specifications shall be borne by the parties hereto in the manner provided in this Agreement.

J. Owner shall have the right to require the Licensee, within one hundred twenty (120) days

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after the Licensee Transfer Date (as defined in Article 7.E), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate joint use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee's, Or, if neither the Owner nor the Licensee desires a Transfer, the Owner may elect to abandon the existing Pole to the Licensee as provided in Article 10, Abandonment of Joint Use Poles. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE 8 – DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If joint use is established pursuant to Article 5.A, Placement of New Poles, above, the cost of erecting new Joint Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If joint use is not established pursuant to Article 5.A, Placement of New Poles, above, the provisions of Article 8.J below will control.

1 .In the case of a Pole larger than that required by the Owner, Licensee and the Joint User, the extra height or strength of which is due solely to the Licensee's requirements, the Owner shall pay all costs associated with the construction of a Pole satisfactory for the Owner and Joint User's needs (and the Licensee shall pay to the Owner the remaining costs of erecting the Pole larger than that required by the Owner and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole even if the Pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the Pole within one (1) year from the date the Pole was set, then the Licensee shall no longer be entitled to attach on such Pole.

2. In the case of a larger Pole, the extra height or strength of which is due to the requirements for additional space or the requirements for proper ground clearance or of public authorities or of property owners, necessary for all parties (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of a Pole solely satisfactory for the Owner shall be shared equally by the Licensee, any Joint User and the Owner, the rest of the cost of erecting such Pole to be borne by the Owner.

3. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Owner and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees and Joint Users on the Joint Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the

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midspan Pole.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING JOINT POLES. Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by Owner.

1. A Pole satisfactory for the Owner's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of the Owner. If without making proper application for attachments as specified in this Agreement, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3, Specifications, or otherwise renders the Pole unsuitable for joint use, or interferes with or causes violations of Article 3, Specifications, for the other attachers to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.

2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Owner's requirements or requirements as to keeping the Owner's wires clear of trees or other obstructions shall be erected at the sole expense of the Owner. The Owner shall bear the full expense of replacing or Transferring all the Owner's Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping the Licensee's wires clear of trees or other obstructions, the Licensee shall pay to the Owner the Make-Ready Cost of the new Pole.

4. Except as to existing contracts with other Licensees or joint users, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee arid the Owner, the rest of the cost of erecting such Pole to be borne by the Owner. The Owner and Licensee shall replace or Transfer all Attachments at their own expense.

5. For purposes of this Article 8.C, any Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.

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D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. MAINTENANCE AND REPLACEMENT COSTS. The expenses of maintaining Joint Poles shall be borne by the Owner thereof except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.

F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Owner the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value.

G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. CORRECTIVE MEASURES. Subsequent to the Initial Inventory as specified in Article 11, Adjustment Payments, of this Agreement, within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Owner may schedule, at its sole discretion and at a time convenient for both the Owner and the Licensee, a joint safety inspection to determine any Licensee-caused safety violations ("Initial Safety Inspection"). If the Owner and the Licensee cannot agree on a convenient schedule, the Owner may, at its sole discretion, proceed with the Initial Safety Inspection and the Licensee will be provided with the results and findings in a format to facilitate Licensee's verification of the findings. The parties will use their best efforts to involve third party attacher(s) of the Initial Safety Inspection and in the correction of existing violations, consistent with the terms of their respective agreements and at the third party attacher's expense. In the event a violation that poses an imminent danger to persons or property is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such violation after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. Licensee and Owner shall share equally in the Initial Safety Inspection cost, whether or not Licensee participates in such Initial Safety Inspection as discussed above. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any Non-Imminent Danger Violation discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the non-compliant conditions. Notwithstanding the foregoing grace period, in the event Owner or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Owner or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associat4ed with violations caused by Licensee's Attachments, including removal and

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replacement of the Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, unresolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

I. If the Owner and the Licensee have completed a joint safety inspection within two (2) years prior to the execution date of this Agreement, the Owner may consider, at its sole discretion, extending the schedule for the Initial Safety Inspection to commence on approximately the fifth anniversary of the initiation of the most recently completed joint safety inspection. Following the Initial Safety Inspection, and not more than once every five (5) years, Owner may perform periodic system-wide safety inspections of Licensee Attachments upon six (6) months advance written notice. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of the Owner's inspections costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Owner's cost will be equal to the percentage of the total violations related to Licensee's Attachments as identified during the Safety Inspection unless Licensee can clearly demonstrate that they did not cause the violation. If any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3, Specifications, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Owner, or within a longer, mutually agreed-to time to be not more than an additional sixty (60) days. Owner may impose a penalty in the amount of one hundred ($100.00) dollars for any violation caused by the Licensee that is not corrected within sixty (60) days of written notice from the Owner or within the alternative time-frame agreed to by the parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others. Licensee shall ensure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, unresolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Owner is found to be in violation of Article 3, Specifications, and Owner has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Owner shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

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2. If there exists a violation of Article 3, Specifications, and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

3. if one or more Outside Party's Attachment cause the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Owner and any other attachees; and the Owner will make reasonable effort to cause the Outside Party to make such payment.

J. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES. When an existing Pole not in joint use becomes a Joint Pole, the Licensee shall pay all Make-Ready Costs associated with the Licensee attaching to the Pole.

K. MAKE-READY WHEN APPENDIX A IS NOT REQUIRED. The Owner shall not be obligated to pay Make-Ready Costs for any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 – UNAUTHORIZED ATTACHMENTS

All attachments identified on the Initial Inventory which comply with the Specifications listed in Article 3, Specifications, shall be considered authorized. If any Attachment made after the Initial Inventory or Actual Inventory is identified for which the Appendix A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), or if Licensee is found making Attachments for which an Appendix A is required after the Effective Date but prior to the Initial Inventory, then the Licensee shall pay to the Owner a one-time fee of one hundred dollars ($100.00) per Attachment plus a sum equal to the Adjustment Payments that would have been payable form and after the date the Attachment was first placed on the Owner's Pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the most recent Inventory (Initial or Actual) was conducted. In addition, the Owner, without prejudice to its other rights or remedies under this Agreement, may require the Licensee to submit within fifteen (15) business days of written notice from the Owner an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, Owner may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article 19, Resolution of Certain Disputes, to comply with applicable safety codes and the terms of this Agreement, or (2) if the Licensee has placed during the past twelve

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(12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, Owner may declare the Licensee in Default of this Agreement and the provisions of Article 12, Defaults, shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications.

ARTICLE 10 – ABANDONMENT OF JOINT USE POLES

A. If the Owner desires at any time to abandon any Joint Pole, except as provided in Article 7.C, Maintenance of Poles and Attachments, it shall give the Licensee notice in writing to that effe4ct at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of sixty (60) days from the date of the Licensee having all necessary clearances to Transfer its Attachments and the Owner shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Owner from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole to the Owner. Owner shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 8, Division of Costs, when the Pole was originally set, provided the Licensee furnishes proof of such payment.

B. The Licensee may at any time abandon the use of a Joint Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11 – ADJUSTMENT PAYMENTS

A. The Initial Inventory shall commence within one year of the Effective Date of the Agreement. Additionally, not more often than once every five (5) years, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Owner Poles. Owner shall provide six (6) months advance written notice of any such inventory describing the scope of the Actual Inventory so that License may play and budget for such Actual Inventory.

B. Unless prevented by the provisions of a third-party agreement, Actual Inventories shall include all Outside Parties attached to Owner's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside parties shall incur a prorated share of the cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Adjustment Payments shall be based on the number of new Licensee Attachments which Licensee has placed during the year, in addition to the number of Licensee Attachments for which Licensee was charged Adjustment Payments in the previous year, less any removals reported by Licensee. Licensee shall also be invoiced for the rent due for the prior year's "Initial Attachments" under an Appendix A as a one-time charge. In addition to Appendix A Attachments, the Licensee will either report on a calendar quarterly basis the number of Attachments installed that are not subject to Appendix A, or the Licensee and Owner may agree to use a Specified Percentage adjustment in the number of Licensee's

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Attachments. The "Specified Percentage" shall be 102% annually until the next Actual Inventory. After each Actual Inventory, beginning with the next Actual Inventory, the Specified Percentage shall be the average yearly percentage increase during the years since the previous Actual Inventory. The Specified Percentage will be used solely to adjust for Non-Guyed Service Drops-type Attachments where Appendix A is not required by the terms of this Agreement.

C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, as provided in the Adjustment Chart below.

2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Joint Poles found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Owner or a credit to the Licensee.

E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Adjustment Payments, each party acting in cooperation with the other.

F. Adjustment Payments per Licensee Attachment due from the Licensee to Owner shall be as indicated in the table below. The undisputed Adjustment Payment herein provided shall be paid within forty-five (45) days after Licensee's receipt of the invoice.

ANNUAL ADJUSTMENT PAYMENT PER ATTACHMENT (or "RATE")

Duration	Adjustment Payment Amount Paid in Advance	Payment Invoice Date
Jan. 1, 2021-Dec.31, 2021	$21.36	Jan. 1, 2022

For years after 2021, the annual Adjustment Payment per Attachment shall be increased by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

G. The parties acknowledge and agree that the above rates, and some of the terms and

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conditions of this Agreement, are the result of a settlement between the parties. These rates are not necessarily a reflection of the actual costs of joint use to the parties.

ARTICLE 12 – DEFAULTS

A. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the system General Manager of the cable system and the President/CEO/General Manager of the Owner shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.

B. In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this Agreement may be suspended insofar as concerns the granting of future attachments or other joint use. Upon receipt of such notice of default, the party alleged to be in default shall either work diligently and cooperatively with the aggrieved party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the party alleged to be in default. If such default is due or is alleged to be due to the Licensee's performance or non-performance and such default shall continue for a period of ninety (90) days after such suspension, Owner may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Owner because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the cost thereof. Owner shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17, Bills and Payment for Work, shall, at the election of the Owner, constitute a default under Section B of this Article 12.

ARTICLE 13 – RIGHTS OF OTHER PARTIES

A. If Owner, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this

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paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Owner to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Owner, Owner's subsidiary or affiliate, or by a Joint User with whom Owner has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Owner shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Upon receipt of such notice, Licensee shall remove its Attachments at its sole expense or reimburse Owner, on demand, for all reasonable costs incurred by Owner in making such changes. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Owner will provide notice of such space reservation to Licensee, provided that Owner has such knowledge on or prior to the date of Licensee's Attachment request.

C. If Owner desires to confer upon others not parties to this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Owner shall derive all of the revenue accruing from such Outside Parties.

D. Except as to Joint Users already attached to Owner's Poles, any rights and privileges granted under this Article to others not parties hereto, Owner shall make good faith efforts to assist the Licensee get paid by an Outside Party in connection with Outside Party Make-Ready.

E. Except as to Joint Users already attached to, or reserving space on, Owner's Poles, in no event will Licensee be responsible for any Make-Ready or other costs incurred for the benefit of an Outside Party and such costs shall immediately be reimbursed to Licensee from such Outside Party.

F. The Owner will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-Ready.

ARTICLE 14 – ASSIGNMENT OF RIGHTS

A. Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right and obligation to assign the Agreement to Licensee's corresponding reorganized entity pursuant to the terms of a plan of reorganization in connection with a bankruptcy proceeding with respect to Licensee, and/or its affiliates, or to mortgage any or all of its property, rights, privileges and franchises, or

lease or transfer any of them to another Licensee corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

B. Written consent from the Owner may be made contingent upon prior receipt of:

1) New insurance certificates in the name assignee; and
2) New security bonds in the name of the assignee; and
3) Payment in full of all Licensee debts due to the Owner.

C. For any assignment request made after the initial seven (7) year term of this Agreement, the Owner may make consent conditional upon the prior execution of a replacement Agreement with the assignee.

ARTICLE 15 – WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 – PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Owner's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 – BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within forty-five (45) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

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B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent twelve (12) month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:

Opelika Utilities
Attn: Dan H. Hilyer, P.E, General Manager
PO Box 1029
Opelika, AL 36803-1029
334-705-5500
dhilyer@owwb.com

With a Copy To:

Opelika Utilities
P.O. Box 1029
Opelika, AL 36803-1029
Attn: Guy F. Gunter, III, Board Attorney

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Owner Contact Information:

City of Opelika
Attn: Mayor
PO Box 390
Opelika, AL 36803
Phone: 334-705-5150
Email: gfuller@opelika-al.gov

With a Copy To:

Opelika Power Services
Attn: Director
PO Box 2168
Opelika, AL 36803-2168
Phone: 334-705-5591
Email: derek.lee@opelikapower.com

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Appendix A shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 12, Defaults, or Article 20, Term of Agreement, shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

Opelika Utilities
Attn: General Manager
PO Box 1029
Opelika, AL 36803-1029
334-705-5500
dhilyer@owwb.com

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With a Copy To:
Opelika Utilities
P.O. Box 1029
Opelika, AL 36803-1029
Attn: Guy F. Gunter, III, Board Attorney

Owner:

Opelika Power Services
Attn: Director
PO Box 2168
Opelika, AL 36803-2168
Phone: 334-705-5591
Email: derek.lee@opelikapower.com

City of Opelika
P.O. Box 390
Opelika, AL 36803
Attn: Guy F. Gunter, III, City Attorney

F. The parties will develop and maintain a joint form designated the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 – RESOLUTION OF DISPUTES REGARDING ENGINEERING AND CONSTRUCTION STANDARDS AND SAFETY VIOLATIONS

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3, Specifications, of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists, and, if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith effort to resolve such disputes at the local level by the parties' respective local engineers and local managers.

B. If the parties are unable to resolve any such dispute at the local level, then either party may submit the matter for resolution to a Referee for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to Article 18.A or Article 18-B, Notices, before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that

provides such party's summary of the dispute and designates such party's Contact Person for the dispute.

C. If the parties mutually agree to do so, instead of proceeding under Section B above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.

2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by written agreement any aspect of the foregoing

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procedure. Without limiting the generality of the foregoing, the parties may by written agreement remove, replace or appoint a Referee at any time.

H. The parties agree that, if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis. Between a district manager or person who reports to the President/CEO/General Manager of an Owner and a district general manager for Licensee; and, if not resolved by them, between the President/CEO/General Manager of an Owner and the General Manager for the Licensee. If either Owner or Licensee reorganizes or changes titles, the equivalent person for such party shall perform the above functions. Notwithstanding the foregoing, neither party shall be precluded from seeking any other available legal remedy at any time for any matter not subject to resolution by Referee as described in this Article.

ARTICLE 20 – TERM OF AGREEMENT

A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date ("Initial Term") and shall automatically renew thereafter for successive one (1) year terms ("Renewal Term"). Either party may terminate the Agreement by giving to the other party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the parties for a subsequent agreement.

B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within one hundred and eighty (180) days remove all of its Attachments owned by Licensee from all Poles of Owner. If not so removed, Owner shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Owner for any and all costs incurred by Owner in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Owner within forty-five (45) days of invoicing following Owner's removal of said Attachments, then Owner may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, Defaults, including making demand on the Security Instrument described in Article 23.E, Liability and Indemnification.

C. Termination of this Agreement shall not relieve either party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each party shall have reasonable access to those portions of the other party's books, construction standards and records, as may be necessary to resolve a material issue or concern regarding the other party's compliance with its obligation under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

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ARTICLE 21 – EXISTING CONTRACTS

All existing joint use or Pole Attachment license agreements between the parties, and all amendments thereto (hereinafter "Old Attachment Agreement") are by mutual consent hereby abrogated and superseded by this Agreement. However, execution of this Agreement shall not be interpreted as settlement of any debt existing prior to execution.

Nothing in the foregoing shall preclude the parties to this Agreement from entering such supplemental operating routines or working practices as they agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 – LIABILITY AND INDEMNIFICATION

A. The Owner expressly agrees to indemnify, defend and save harmless Licensee from all Claims arising or claimed to have arisen solely by, through or as a result of the Owner's negligent acts or omissions or the Owner's intentional or wanton misconduct. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, appliances, equipment or facilities (or of a third-party over-lasher to Licensee's cables, wires, appliances, equipment or facilities or any assignee of Licensee's rights) attached to the Owner's Poles, equipment or facilities, it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the sole negligence of the Owner; or (b) caused solely by, through or as a result of the wanton misconduct of the Owner; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Owner from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") arising or claimed to have arisen by, through or as a result of Licensee's cables, wires, appliances, equipment or facilities attached to the Owner's Poles, equipment or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, over-lashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of the Owner or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee's cables, wires, appliances, equipment or facilities to the wires and other facilities of the Owner; (e) any claims upon the Owner for additional compensation for use of its distribution rights-of-way for a use of the Licensee; and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Owner under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any

such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Owner resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the sole negligence of the Owner; or (b) caused solely by, through or as a result of the wanton misconduct of the Owner; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities. In any matter in which Licensee shall be required to indemnify the Owner hereunder, Licensee shall control the defense of such matter in all respects, and the Owner may participate, at its sole cost, in such defense. The Owner shall not settle or compromise any matter in which Licensee is required to indemnify the Owner without the prior consent of Licensee.

C. Owner shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. In any matter in which the Owner shall be required to indemnify Licensee hereunder, the Owner shall control the defense of such matter in all respects, and Licensees may participate, at its sole cost, in such defense. Licensee shall not settle or compromise any matter in which the Owner is required to indemnify Licensee without the prior written consent of the Owner.

D. Insurance

Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles owned by owner, insurance which meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Owner shall have the right to pursue any and all of the remedies set forth in this Agreement. Licensee shall provide copies of the required insurance policies to the Owner upon request.

1. Worker's compensation insurance, with minimum limits of $1,000,000 per employee, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Owner, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the worker's compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount for bodily injury of not less than $2,000,000 for one person and $2,000,000 for each accident or occurrent and for property damage of not less than $2,000,000 for each accident or occurrence.

Attachment: Opelika Utilities Pole Attachment Licenses Agreement 02162021 (032-21 : Approve Pole Attachment License Agreement with the

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3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned or hired, in an amount for bodily injury of not less than $1,000,000 for one person and $1,000,000 for each accident or occurrence and for property damage of not less than $1,000,000 for each accident or occurrence.

4. The policies hereunder shall be in such form and issued by such carrier authorized to write policies in the State of Alabama as shall be reasonably acceptable to Owner.

   a. Owner, its board of directors, officers, employees and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and

   b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its board of directors, officers, employees and agents for loss under the policies of insurance described herein; and

   c. Licensee shall provide Owner with at least thirty (30) days written notice before any such insurance shall lapse, or any coverage is reduced; and each policy shall state that the insurance carrier will mail a notice to the Owner at the address provided in Article 25 at least thirty (30) days before any such insurance shall lapse; and

   d. Licensee shall furnish Owner certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Owner with copies of any renewal or replacement certificates promptly after they become available.

5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Alabama, Licensee may provide self-insurance to meet the requirements of this Article 23, upon terms and conditions satisfactory to Owner.

E. Security Instrument

Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other Security Instrument satisfactory in form and content to Owner in substitution therefore, to guarantee the payment of any sums which may become due to Owner or an Owner Agent for Pole Attachment Rental Fees, inspections, inventories, Make-Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Owner or an Owner Agent because of any Default of Licensee, or for any other expense that is to be borne by

Licensee under this Agreement. This Security Instrument shall be renewed annually and shall be furnished to the Owner at the time of payment of the annual Pole rental invoice. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars ($10,000), or twenty-five dollars ($25.00) per Attachment based on the most recent pole rental invoice, whichever is larger. The amount of the Security Instrument may, in Owner's discretion, be adjusted if Licensee purchases, acquires or obtains a controlling interest in additional broadband or other facilities within Owner's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars ($25.00) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Owner shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice by the Licensee.

ARTICLE 23 – CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement. The execution, interpretation, construction, performance and enforcement of this Agreement and the rights and obligations of the parties shall be governed by Alabama law, without regard to principles of conflict of laws. Any disputes arising out of this Agreement shall be resolved in the state and federal courts of Alabama.

ARTICLE 24 – REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

Attachment: Opelika Utilities Pole Attachment Licenses Agreement 02162021 (032-21 : Approve Pole Attachment License Agreement with the

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

CITY OF OPELIKA, ALABAMA	**UTILITES BOARD OF THE CITY OF OPELIKA**
Signed: _____	**Signed: _____**
Name: _____	**Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

Attachment: Opelika Utilities Pole Attachment Licenses Agreement 02162021 (032-21 : Approve Pole Attachment License Agreement with the

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APPENDIX A- ATTACHMENT REQUEST FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to poles, remove Attachment(s) to poles and/or Over-lash cables affixed to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to or Over-lash, the number and character of Attachments proposed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property(ies) on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		flees	Application	$
Phone			Inspection	$
Fax			Design	
Email			Total	$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Owner supplied Make Ready Estimate the Licensee shall provide notice to Owner of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Owner of Licensee's notice of estimate approval of Make Ready Costs, the Owner will proceed with Make Ready Work.

Owner						
Response Date				Owner Make Ready Construction Required?	Yes	
Name					No	
Signature				Owner Make Ready Construction Estimate	$	
Phone						
Fax				Permit#		
Email						
Request Response	Approved		Reason for denial			
	Denied					

APPENDIX R- OWNER RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.

2. Any unbalanced loading of Owner's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Owner. Licensee may not place new guy attachments on Owner's anchors without Owner's prior consent. If mutually agreed between the Licensee and the Owner, Owner may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for the Owner's and Licensee's guying attachments. When the parties agree to use a common anchor, Licensee shall re-install Owner's anchor rod bonding clamps on Owner anchors after installing guy attachments to the anchor.

3. A preliminary "ride through" of the proposed route of Licensee's communications facility shall be made by representatives of Owner and Licensee when necessary.

4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify Owner by telephone and in writing as soon as practicable.

5. All Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by Owner.

6. On Attached Poles where Owner has secondary conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Owner.

7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on Owner's poles of the dangers associated with bonding its facilities to the Owner "vertical ground wire" and associated dangers thereof and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. The Owner assumes no responsibility either for instructing Licensee's personnel or furnishing equipment to Licensee's personnel, or for any liability for Licensee's personnel working on Owner poles, except as provided for in the indemnity provisions of the Agreement.

8. Licensee shall install no power supply on any of Owner's Poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.

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9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Owner shall have completed inspection of an approved fused service disconnect switch or circuit breaker.

10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.

l 1. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.

12. All of Licensee's Attachments shall comply with the more stringent of either Owner's or NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty (40) inches below Owner's lowest attached facilities. On Owner Poles supporting streetlights, Licensee's Attachments may be installed to comply with the NESC clearance requirements for the street light "drip loop", as long as Licensee's Attachment also maintains forty (40) inches from other Owner facilities on the Pole. All mid-span clearances between Licensee's facilities and Owner's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Owner, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.

14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Pole and subject to the standards set forth in Article 3. Where a disparity exists between Owner's standards, Governmental requirements, the NESC, this Appendix R, or other written requirements in this Agreement, the most stringent shall apply.

15. In the event that any of Licensee's proposed Attachments are to be installed upon Poles already jointly used by Owner and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of Owner and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.

16. Guy markers shall be installed and maintained on all guys.

17. Where, at the sole discretion of the Owner, the future installation of a transformer, underground cable riser, or other similar Owner equipment is likely, all new attachments will be made at least seventy-two (72) inches under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this possibility in the Appendix A application process.

18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six (6) inches of the rod remains out of

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the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations, the projection of the anchor rod above earth may be increased to a maximum of twelve (12) inches to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.

19. Sidewalk guys shall be permitted by special exception only.

20. No Licensee guys may be attached to Owner guys (except grounding connections). Attachment of Licensee guys to Owner anchors shall be permitted only with approval by the Owner.

21. With respect to all communications-protective devices, Licensee agrees that Owner may construct all its facilities in accordance with "Grade C" construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.

Attachment: Opelika Utilities Pole Attachment Licenses Agreement 02162021 (032-21 : Approve Pole Attachment License Agreement with the

RESOLUTION NO. 033-21

Settlement Agreement with 280 Land Company, LLC.

RESOLUTION NO _____

RESOLUTION APPROVING MUTUAL RELEASE AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA, AND 280 LAND COMPANY, LLC.

WHEREAS, The Montgomery Company was the owner of approximately 586 acres of land (the "Montgomery Property") in the City of Opelika, Alabama (the "City") more particularly described in that deed recorded on or about January 11, 2006 in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 2286 at Page 22; and

WHEREAS, on or about November 29, 2005, The Montgomery Company granted to the City a 20-foot wide sanitary sewer easement across a portion of the Montgomery Property (the "Montgomery Sewer Easement"); and

WHEREAS, the Montgomery Sewer Easement provides, in part:

> "The Grantor, and its successors and assigns, may connect to the sewer line at any manhole where said sewer line crosses Grantor's property. The Grantee agrees to waive all connection fees, impact fees and tap fees for sanitary sewer services as provided at such manholes."

; and

WHEREAS, 280 Land Company has acquired the Montgomery Property and is now constructing single-family homes on the site; and

WHEREAS, this development is known as "Hidden Lakes Subdivision South"; and

WHEREAS, the City collects certain fees relating to sanitary sewer usage. It collects a

tap fee for connecting to the City's lines and collects a developmental sewer assessment fee, also known as an impact fee, from contractors, developers or other persons or entities that develop properties impacting the City's sewer lines and facilities; and

WHEREAS, 280 Land Company and the City have recently been in a dispute regarding developmental assessment fees for connection to the City's public sewer system associated with Hidden Lakes Subdivision South; and

WHEREAS, the dispute involves the interpretation of the language in the Montgomery Sewer Easement; and

WHEREAS, on or about December 17, 2020, 280 Land Company filed a Complaint in the Lee County Circuit Court styled "280 Land Company, LLC v. City of Opelika, Civil Action No. 43-CV-2020-900515 (the "Lawsuit"); and

WHEREAS, the City and 280 Land Company wish to settle and compromise all claims between them relating to the Lawsuit and the Montgomery Sewer Easement; and

WHEREAS, a Mutual Release and Settlement Agreement (the "Settlement Agreement") between the City and 280 Land Company has been prepared and presented 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 Settlement Agreement.

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

1. That the Mutual Release and Settlement Agreement to be entered into between the City and 280 Land Company, 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.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Settlement Agreement") is made and entered into on the ___ day of _____ by and between 280 Land Company, LLC, an Alabama limited liability company, ("Plaintiff" or "280 Land") and the City of Opelika, an Alabama municipality, ("Defendant" or "Opelika") (collectively the Plaintiff and Defendant will be referred to jointly herein as "the Parties" and sometimes individually referred as a "Party").

RECITALS

WHEREAS, the Montgomery Company was the owner of approximately five hundred eighty-six (586) acres of land ("the Montgomery Property") in the City of Opelika, Lee County, Alabama ("Opelika"), more particularly described in that Deed recorded on or about January 11, 2006, in the Office of the Judge of Probate of Lee County at Deed Book 2288 and Page 22; and

WHEREAS, on or about November 29, 2005, the Montgomery Company granted Opelika a twenty (20) foot easement across a portion of its property ("the Montgomery Sewer Easement"). The Montgomery Easement is attached hereto as Exhibit 1; and

WHEREAS, on or about January 12, 2016 the Montgomery Company sold the Montgomery Property to 280 Land; and

WHEREAS, on January 24, 2017 280 Land granted Opelika a Right of Way Deed For Public Street ("Street Deed"), attached hereto as Exhibit 2, which is recorded in the Office of the Judge of Probate of Lee County at Book 2504 and Page 244 on January 30, 2017. Opelika as the owner of the land described in the Street Deed constructed Sportsplex Parkway, along with a separate sanitary sewer line that runs east west but does not connect to the Montgomery Sewer Easement; and

Attachment: Settlement agreement with 280 land co (033-21 : Settlement Agreement with 280 Land Company, LLC.)

WHEREAS, pursuant to Ordinance No. 018-18, Opelika approved 280 Land's request to re-zone approximately 205 acres of its land from R-3 to a Planned Unit Development ("PUD") called the Hidden Lakes Subdivision South PUD ("Hidden Lakes South"). A copy of this Ordinance is attached hereto as Exhibit 3. The entirety of Hidden Lakes South lies south of Sportsplex Parkway; and

WHEREAS, on or about April 11, 2018 280 Land granted Opelika a sanitary sewer easement (the "280 Land Sewer Easement"), attached hereto as Exhibit 4; and

WHEREAS, Opelika, pursuant to its Ordinances collects certain fees relating to sewer usage. It collects a tap fee for connecting to the City's sewer lines and it collects a developmental sewer assessment fee, also known as an impact fee from contractors, developers, or any other person or entity that develops property impacting the City's sewer lines (hereinafter this Settlement Agreement will refer to the two fees as "tap fees" and "developmental sewer assessment fees"); and

WHEREAS, the Montgomery Easement at Paragraph 8 stated "The Grantor, and its successors and assigns, may connect to the sewer line at any manhole where said sewer line crosses Grantor's property. The Grantee agrees to waive all connection fees, impact fees, and tap fees for sanitary sewer service as provided at such manholes;" and

WHEREAS, 280 Land Company, or its contractors, agents or representatives, has paid to Opelika developmental assessment fees for twelve (12) homes constructed or due to be constructed in Hidden Lakes Subdivision South in the amount of One Thousand Two Hundred and Fifty Dollars ($1,250.00) ("Residential Sewer Assessment Fee") for each home ("Hidden Lakes Paid Residential Assessments"); and

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WHEREAS, 280 Land Company, or its contractors, agents or representatives, has paid to Opelika a developmental assessment fee for a chapel to be constructed in the Hidden Lakes Subdivision South in the amount of Two Thousand Five Hundred Dollars ($2,500.00) ("Commercial Sewer Assessment Fee") for the chapel ("Hidden Lakes Paid Commercial Assessments"); and

WHEREAS, 280 Land and Opelika have recently been in a dispute regarding tap fees and developmental sewer assessment fees for connections to the City of Opelika's sewer associated with Hidden Lakes Subdivision South; and

WHEREAS, on or about December 17, 2020, Plaintiff filed a Complaint in the Circuit Court of Lee County, Alabama, styled *280 Land Company, LLC v. The City of Opelika, Alabama*, Civil Action No. 43-CV-2020-900515 ("Lawsuit"); and

WHEREAS, in the Complaint Plaintiff alleged claims for declaratory judgment and breach of easement conditions; and

WHEREAS, Opelika answered the Complaint and the Parties began conducting discovery in the Lawsuit; and

WHEREAS, without admission of liability or wrongdoing by any of the Parties, the Parties have mutually deemed it to be in their respective best interests to settle and compromise all claims, cross-claims and counterclaims in the Lawsuit and any claims, cross-claims and counterclaims that could have been made in the Lawsuit, and to avoid the costs and risks associated with further litigation of the Lawsuit by compromising their claims and entering into this Settlement Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants contained in the Settlement Agreement, the mutual releases contained herein, and the good and valuable consideration set forth

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herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. The Effective Date of this Settlement Agreement shall be the date that the City Council of the City of Opelika passes a Resolution authorizing the Mayor of the City of Opelika to sign the Settlement Agreement as noted by the date provided adjacent to the signature of the Mayor for the City of Opelika, Alabama contained herein.
2. Opelika will retain the full amount of Twelve Thousand Five Hundred Dollars ($12,500.00) being the Hidden Lakes Paid Residential Assessments. Two Thousand Five Hundred Dollars ($2,500.00) being the Hidden Lakes Commercial Assessment for a chapel has not yet been paid. The parties have agreed the Plaintiff shall pay one-half of that assessment ($1,250.00), Plaintiff, its successors and assigns, will have no claim for these amounts from Opelika.
3. Beginning on the Effective Date of the Settlement Agreement, Opelika will only collect a development sewer assessment fee in the amount of Six Hundred and Twenty Five Dollars ($625.00) for each residential construction project in Hidden Lakes Subdivision South, or for any residential construction property on the Montgomery Property south of Sportsplex Drive.
4. Beginning on the Effective Date of the Settlement, Opelika will only collect fifty percent (50%) of the then established development sewer assessment fee for commercial buildings built within the Hidden Lakes Subdivision South, or for any commercial construction built on the Montgomery Property south of Sportsplex Drive.

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5. Plaintiff, its successors and assigns will not owe any developmental sewer assessment fees for any residential or commercial construction on the Montgomery Property lying north of Sportsplex Drive.
6. Beginning on the Effective Date, Opelika will not collect any tap fees from 280 Land for as long as 280 Land or its contractors or agents make all necessary sewer connections to Opelika's sewer system.
7. Within fourteen (14) days of the Effective Date of the Settlement Agreement, Plaintiff will file with the Circuit Court of Lee County a Joint Stipulation of Dismissal With Prejudice dismissing the Lawsuit.
8. In consideration of the monies paid and rights transferred among the Parties as a part of the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 280 Land, its agents, attorneys representatives, successors and assigns, hereby irrevocably and unconditionally release, remise and forever discharge Opelika and its insurers, attorneys, representatives, agents, officers, employees, successors and assigns of and from any claims, demands, causes of action and suits of every kind relating to developmental sewer assessment fees or tap fees arising or occurring at any time up to and including the Effective Date.
9. In consideration of the monies paid and rights transferred among the Parties as a part of the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Opelika, its agents, attorneys representatives, successors and assigns, hereby irrevocably and unconditionally release, remise and forever discharge 280 Land, and its insurers, attorneys,

Attachment: Settlement agreement with 280 land co (033-21 : Settlement Agreement with 280 Land Company, LLC.)

representatives, agents, officers, employees, successors and assigns of and from any claims, demands, causes of action and suits of every kind relating to developmental sewer assessment fees or tap fees arising at any time up to and including the Effective Date.

10. This Settlement Agreement is not in any way an admission or concession of the truth of any allegation by any of the Parties, nor should this Settlement Agreement be construed otherwise. None of the Parties to this Settlement Agreement have admitted liability to any of the other Parties hereto.

11. The Parties represent that they have fully read and understood this Settlement Agreement and acknowledge that this Settlement Agreement is final and binding on them and their respective heirs, successors and assigns.

12. The Parties further agree, declare and represent that no promise, inducement, representation or agreement not herein expressed has been made to any Party or caused them to enter this Settlement Agreement. This Settlement Agreement along with the Montgomery Easement, the Street Deed and the 280 Land Sewer Easement contains the entire agreement between the Parties relating to the subject matter thereof and the terms of the Settlement Agreement are contractual and not a mere recital. This is a fully integrated agreement, and it may not be altered or modified by oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all Parties in interest at the time of the alteration or modification.

13. This Settlement Agreement may be executed in any number of counterparts, and with facsimile signatures, with the same effect as if all of the Parties hereto had signed the

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same document. All counterparts shall be construed together and shall constitute one agreement.

14. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama.

15. THE PARTIES ACKNOWLEDGE THAT ALL OF THEM HAVE BEEN REPRESENTED BY LEGAL COUNSEL OF THEIR OWN CHOOSING IN ENTERING INTO AND MAKING THIS SETTLEMENT AGREEMENT; THAT NO REPRESENTATIONS BY ANY OTHER PARTY HAVE INDUCED THEM TO ENTER INTO THIS SETTLEMENT AGREEMENT, BUT THAT ALL OF THEM HAVE DONE SO PURSUANT TO THEIR OWN FREE WILL AND WITH ADVICE OF COUNSEL OF THEIR OWN CHOOSING; AND THAT THIS SETTLEMENT AGREEMENT WILL REMAIN IN EFFECT NOTWITHSTANDING THE DISCOVERY OF OR EXISTENCE OF ANY ADDITIONAL FACT OR ANY FACTS DIFFERENT FROM THOSE WHICH EACH NOW KNOWS OR BELIEVES TO BE TRUE.

16. Each Party signing this Settlement Agreement expressly represents that it has the full authority to sign this Settlement Agreement and bind the person or entity on whose behalf it is signing. Each Party signing this Settlement Agreement expressly represents that it has not heretofore assigned to any other person or entity all or any portion of any claim that any Party may have against any other Party.

17. The Parties expressly agree and affirm that the Montgomery Easement, the Street Deed and the 280 Land Sewer Easement remain in full force and effect (except as they have may have been modified by the terms of this Settlement Agreement), that as of the date

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of this Settlement Agreement there are no existing breaches or defaults under the Montgomery Easement, the Street Deed and the 280 Land Sewer Easement.

18. Each Party further agrees that their heirs, successors and assigns shall be fully bound by this Settlement Agreement and that each and every provision of this Settlement Agreement inures to the benefit of the Parties and their respective heirs, successors and assigns.

City of Opelika, Alabama

_____
Mayor of the City of Opelika, Alabama

DATE:_____

280 Land Company, LLC

Earlon C McWhorter
BY: Earlon C. McWhorter
ITS: Manager

Attachment: Settlement agreement with 280 land co (033-21 : Settlement Agreement with 280 Land Company, LLC.)

RESOLUTION NO. 034-21

Approve Contract with Seely & Long Associates for Grant Admin Services.

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH SEELY & LONG ASSOCIATES, INC. FOR GRANT ADMINISTRATION SERVICES

WHEREAS, reducing the levels of youth and adult crime is a major goal of the City Council of the City of Opelika (the "City"); and

WHEREAS, the City has been awarded a grant under the Workforce Innovation and Opportunity Act (WIOA) Youth Program to implement a Youth Incarceration Prevention Project ("YIPP") for the period from February 2, 2021 to February 1, 2022; and

WHEREAS, the City wishes to engage Seely & Long Associates, Inc. to provide certain technical and professional services for grant administration; and

WHEREAS, a Professional Services Contract (the "Contract") to be entered into between the City and Seely & Long Associates, Inc. has been prepared and submitted to the City Council and the City Council determined that it is in the best interest of the City and its citizens to approve said Contract; and

WHEREAS, the compensation to be paid to Seely & Long Associates, Inc. under the Contract shall come from grant funds.

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

1. That the City does hereby retain the services of Seely & Long Associates to administer the YIPP WIOA grant and program.

2. That the proposed Contract to be entered into between the City and Seely & Long Associates which is attached hereunto 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 by said Contract.

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

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

5. That the compensation to be paid to Seely & Long Associates, Inc., under and pursuant to the Contract, shall come from grant funds, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

6. That the Purchasing-Revenue Manager is authorized and directed to issue appropriate purchase orders for the provision of services as authorized in the Contract.

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

ADOPTED AND APPROVED this the ____ day of _____2021.

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

ATTEST:

_____
CITY CLERK

EXHIBIT "A"

Seely & Long Associates
Professional Services Contract

The City of Opelika, Alabama, a municipal corporation (Client), agrees to retain Seely & Long Associates, a firm registered to do business in the state of Florida (Contractor), to implement the scope of work of the Opelika WIOA Youth Incarceration Prevention Project (YIPP) program from February 2, 2021 to February 1, 2022. A grant to the City of $210,304 has been made from Federal Workforce Innovation and Opportunity Act (WIOA) funds obtained from the U.S. Department of Labor and administered by the Alabama Department of Commerce's Workforce Development Division Governor's Local Workforce Areas. This agreement will remain in force by the Consultant meeting all project requirements and additional grant or other funding being obtained to continue implementing the YIPP initiative after February 1, 2022.

- **CONSULTANT SCOPE OF WORK**

The Consultant is retained to achieve the following deliverables approved by Alabama Department of Commerce's Workforce Development Division Governor's Local Workforce Areas.

Project measurable goals & objectives

- Intervene in the lives of 150 youth offenders and their families and achieve over the February 2, 2021 to February 1, 2022 a recidivism rate of 10% or less compared to the national average 1-year average of 57%
- 80% or more of participants will move on to the next grade or graduate.
- Project participants will have a truancy rate of 10% or less.
- Participants will have a 4% or less suspension rate.
- There will be a 0% teen pregnancy rate – this compared to the 2.5% statewide Alabama rate.

Adopted outcome measures:

- Employment Rate Second Quarter: 90% of the participants who pursue full time employment will be employed the 2nd Quarter after exiting the program.
- Employment Rate Fourth Quarter: 75% will be employed after 4th Quarter after exiting the program.
- Credential Rate: 90% will earn the NSRC credential. Of the participants who choose the MSSC Certified Production Technician path 75% will earn this credential.
- Measurable Skills Gain: The "pre TABE" followed by the "post TABE" after adult education is complete and this is the most measurable skills gain indicator.

Attachment: Contract Seely & Long Assoc (034-21 : Approve Contract with Seely & Long Associates for Grant Admin Services.)

Program Evaluation

Primary outcomes to be measured during the youth offender pilot project:

- Youth offender annual recidivism rate
- Percentage of participants staying in school/moving on to the next grade or graduating.
- Participant truancy rate.
- Participant school suspension rate.
- Level of teen pregnancy.

- **PROJECT BUDGET**

The Consultant will carry out the WIOA scope of work for $125.850 as define in the following line item budget that have been approved.

YIPP WIOA 2021-2022 Program Budget

Professional Services

Position	Description	Amount
Project Manager, M. Long	$30/hr. x 2000 hrs.	$60000
Career Development & Placement Director	$45/hr. x 930 hrs.	$41850
Session & Volunteer Coordinator, A. Long	$15/hr. x 1600 hrs.	$24000
Total		**$125,850**

YIPP Program Budget Justification

Cost Category	**Project Contribution/Purpose**
Project Manager	Project Manager supervises all tutoring sessions, development of lesson plans for participants, the scheduling and content of participant home visits, the recruitment of volunteer college interns, etc.
Career Development & Placement Director	Finalizes behavioral health curriculum, prepares participants for career positions, identifies and secures part and fulltime positions, among other duties.
Session & Volunteer Coordinator	Responsible for planning, overseeing preparation and serving healthy, nutritious meals to session attendees, assisting the Project Manager to plan and carry out tutoring and other educational sessions and health activities.

3. **TERM:**

The term of this agreement is February 2, 2021 to February 1, 2022. The agreement will remain in force by the Consultant meeting all present project requirements and additional grant or other funding is obtained to continue implementing the YIPP WIOA initiative after February 1, 2022.

Attachment: Contract Seely & Long Assoc (034-21 : Approve Contract with Seely & Long Associates for Grant Admin Services.)

Attachment: Contract Seely & Long Assoc (034-21 : Approve Contract with Seely & Long Associates for Grant Admin Services.)

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. PROPPRIETARY 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 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,
A MUNICIPAL CORPORATION

_____

GARY FULLER, IT'S MAYOR

DATE _____

SEELY & LONG ASSOCIATES, INC.
CONTRACTOR

_____

DR. RICHARD SEELY,
PRESIDENT AND CEO

DATE _____

Attachment: Contract Seely & Long Assoc (034-21 : Approve Contract with Seely & Long Associates for Grant Admin Services.)

ORDINANCE NO. 003-21-ORD

Amend Village at Waterford PUD Master Plan, Hwy 169 - 1st Reading.

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR

VILLAGE OF WATERFORD PUD

(PHASES 3, 4 AND 5)

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

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

(a) Highland Hills, LLC and Scott Land Company heretofore submitted to the City a Development Plan for a planned unit development ("PUD") entitled "Village of Waterford PUD" consisting of approximately 80 acres.

(b) Pursuant to Ordinance No. 115-05, adopted on July 5, 2005, the City Council approved said Development Plan for Village of Waterford PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development ("PUD") for approximately 80 acres.

(c) Village of Waterford PUD is located northeast of Alabama Highway 169 and south of Old Columbus Road.

(d) Village of Waterford PUD is a mixed use development consisting of single-family detached homes, multi-family homes (apartments) and neighborhood commercial uses.

(e) Roger W. Fleming and Dawn Fleming, the owners of all of the property

located within Phases 3, 4 and 5 of Village of Waterford PUD have heretofore submitted to the City a proposed Amended Development Plan for Phases 3, 4 and 5.

(f) The current Development Plan for Phase 5 of Village of Waterford provides for multi-family residential homes (apartments) located on 18.4 acres.

(g) The proposed Amended Development Plan for Phase 5 of Village of Waterford PUD provides for single-family home lots instead of apartments.

(h) The proposed Amended Development Plan for Village of Waterford PUD provides for a total of 199 single-family lots for Phases 3, 4 and 5. Some lots will be smaller than originally proposed. The minimum residential lot size will be 4,900 square feet and the minimum lot width will be 36 feet. The minimum building setbacks will be 18 feet for front and rear lots and 5 feet on side yards.

(i) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan for Phases 3, 4 and 5.

(j) The Planning Commission recommended approval of the amended Development Plan for Village of Waterford PUD (Phases 3, 4 and 5).

(k) It is advisable and in interest of the City and the public interest that the Amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan for Phases 3, 4 and 5 of Village of Waterford PUD as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. Copies of the Amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance is to be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ORDINANCE NO. (ID # 4499)

Amend Zoning Ordinance & Map; Rezoning 14.3 Acres, Enterprise Drive & Center Hills Drive - 2nd Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a R-4 District (Medium Density Residential District) to a C-2 District (Office/Retail District), the parcel of land hereinafter described:

That certain property consisting of 21.20 acres of land at terminus of Center Point Subdivision and designated for future development on that certain plat of Center Point Subdivision First Revisions and First Addition recorded in Plat Book 14, at Page 152, in the Office of the Judge of Probate of Lee County, Alabama.

LESS AND EXCEPT, all of the portion of the above-described property that is currently zoned R-4.

The above-described property is located at the terminus of Enterprise Drive and Center Hills Drive and contains approximately 14.3 acres.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

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

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ORDINANCE NO. (ID # 4497)

Amend Zoning Ordinance & Map; Rezoning 38.4 Acres, Fox Run Ave & Douglas Street - 2nd Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

(FOX RUN EXTENSION PUD)

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

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

(a) The City of Opelika and Opelika Industrial Authority heretofore submitted to the City a development plan for a planned unit development ("PUD") on approximately 38.4 acres, designated as "Fox Run Extension PUD".

(b) The proposed development is located at the terminus of Fox Run Avenue and each side of Douglas Street.

(c) The proposed development is a residential development consisting of 51 single-family home lots and 3 undeveloped common area lots. Residential lots will range in size from 10,700 square feet to 24,470 square feet. The minimum lot width will be 70 feet.

(d) The Planning Commission heretofore conducted a public hearing of the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is advisable and in the interest of the City and the public interest that the proposed property described in Section 3 below should be developed as a residential planned unit

development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18(N) of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcels of land shall be changed from a R-3 District (Low-Density Residential District), a M-2 District (Industrial District) and a I-1 District (Institutional District) to a Planned Unit Development (PUD) on the official zoning map of the City.

PARCEL A

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87 ^{0} 16 ^{1} 38"E, 1402.86 feet; thence N89 ^{0} 22 ^{1}46"E, 500.03 feet; thence N89 ^{0} 22 ^{1} 36 ^{1} 'E, 387.76 feet to a 1" open-top iron pin; thence N19 ^{0}05 ^{1} 12"W, 457.42 feet to a 1/2" rebar and the True Point of Beginning of the Parcel of Land herein described; thence N19 ^{0} 52'48"W, 43.93 feet to a 1" open-top iron pin; thence N47 ^{0} 11'28"W, 461.61 feet to a 1" open-top iron pin; thence N7 ^{0} 38'45"W, 131.23 feet to a 1/2" rebar with cap marked LS26956; thence N8 ^{0} 26'13 ^{11} W, 74.94 feet to a 1/2 ^{11} rebar with cap marked LS26956; thence N8 ^{0} 18'23"W, 75.15 feet to a 1/2" rebar with cap marked LS26956; thence N8 ^{0} 12'10"W, 74.85 feet to a 1/2" rebar; thence N8 ^{0}21'38"W, 147.44 feet to a 1/2" rebar with an unreadable cap; thence N81 ^{0}44 ^{1} 34"E, 73.55 feet to a 1-1/2" x 2-1/2" angle iron; thence N81 ^{0} 32'08 ^{tl} E, 73.09 feet to a 11/2" x 2-1/2" angle iron; thence N81 ^{0} 31 ^{1} 48"E, 51.52 feet to a 1-1/2" x 2-1/2" angle iron; thence N69 ^{0} 38 ^{1} 21"E, 71.03 feet to a 1/2" rebar with cap marked LSI 1232; thence N69 ^{0}35'40"E, 115.00 feet to a 1/2" rebar with cap marked LS11232; thence N69 ^{D} 35 ^{1}40"E, 89.96 feet to a 1/2" rebar; thence

N89 ^{0}03'19"E, 75.72 feet to a set 1/2" rebar with cap marked LS18677 and the westerly R/W line of Douglas Street; thence, along said R/W line, southwesterly along a curve concave northwesterly and having a radius of 270.00 feet, an arc length of 23.17 feet, and a chord bearing and distance of S7 ^{0}45'11"W, 23.16 feet to a 5" square concrete monument; thence S10 ^{0} 13'14"W, 198.80 feet to a 5 ^{11} square concrete monument; thence southeasterly along a curve concave northeasterly and having a radius of 330.00 feet, an arc length of 380.10 feet, and a chord bearing and distance of S22 ^{0}48 ^{t} 01"E, 359.43 feet to a 5" square concrete monument; thence S55 ^{0}4T35"E, 460.72 feet to a 5" square concrete monument; thence southeasterly along a curve concave southwesterly

and having a radius of 270.00 feet, an arc length of 198.84 feet, and a chord bearing and distance of S34 ^{0}46 ^{1} 37"E, 194.38 feet to a set 1/2" rebar with cap marked LS18677; thence, leaving said R/W line, S89 ^{0} 05 ^{1} 29"W, 698.38 feet to the True Point of Beginning.

Containing 12.252 Acres, more or less.

PARCEL B

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87 ^{0} 16'38 ^{11} E, 1402.86 feet; thence N89 ^{0} 22 ^{1}46"E, 500.03 feet; thence N89 ^{0} 22'36 ^{1}'E, 387.76 feet to a 1" open-top iron pin; thence N19 ^{0} 05 ^{t} 12"W, 457.42 feet to a 1/2" rebar; thence N89 ^{0} 05 ^{1} 29"E, 698.38 feet to a set 1/2" rebar with cap marked LS18677 on the westerly R/W line of Douglas Street; thence, leaving said R/W line, N89 ^{0}05'29"E, 60.75 feet to a set 1/2" rebar with cap marked LS18677 on the easterly R/W line of Douglas Street and the True Point of Beginning of the Parcel of Land herein described; thence, along said R/W line, northwesterly along a curve concave southwesterly and having a radius of 330.00 feet, an arc length of 256.42 feet, and a chord bearing and distance of N33 ^{0} 31B9"W, 250.02 feet to a damaged 5" square concrete monument; thence N55 ^{0}47'20"W, 460.48 feet to a 5" square concrete monument; thence northwesterly along a curve concave northeasterly and having a radius of 270.00 feet, an arc length of 311.25 feet, and a chord bearing and distance of N22 ^{0} 45'54"W, 294.30 feet to a 5" square concrete monument; thence N10 ^{0} 12'01"E, 198.81 feet to a damaged 5" square concrete monument; thence northeasterly along a curve concave northwesterly and having a radius of 330.00 feet, an arc length of 63.97 feet, and a chord bearing and distance of N4 ^{0}49 ^{1} 04"E, 63.87 feet to a damaged 5 ^{1} ' square concrete monument; thence N1 ^{0} 12'58"W, 58.22 feet to a set 1/2" rebar with cap marked LS18677; thence northwesterly along a curve concave southwesterly and having a radius of 430.00 feet, an arc length of 34.39 feet, and a chord bearing and distance of N3 ^{0} 12'42"W, 34.38 feet to a 1/2" rebar, bent; thence, leaving said R/W line, N84 ^{0} 29'20"E, 145.32 feet to a 1/2" rebar, bent; thence N75 ^{0} 19'29"E, 119.26 feet to a point in the center of a branch; thence, leaving said branch, N89 ^{0} 01'04"E, 90.53 feet to a 1/2" rebar with an unreadable cap; thence N88 ^{0}57'24"E, 79.96 feet to a 1/2" rebar with an unreadable cap; thence N89 ^{0} 02 ^{1} 26"E, 79.97 feet to a 1/2" rebar with an unreadable cap; thence N89 ^{0} 03 ^{1} 21"E, 79.85 feet to a 1/2" rebar; thence S0 ^{0} 56 ^{1} 33"E, 730.96 feet to a 1/2" rebar; thence N61 ^{0} 23'24"E, 200.00 feet to a set 1/2" rebar with cap marked LS18677; thence S0 ^{0} 56 ^{1} 33"E, 502.46 feet to a set 1/2" rebar with cap marked LS18677; thence S89 ^{0} 05'29"W, 191.11 feet to the True Point of Beginning.

Containing 13.304 Acres, more or less.

ALSO: Lots 13 and 14 of A Re-subdivision of Lot-6 & a Portion of Lot-8 Fox Run Industrial Park First Revision First Addition as recorded in Plat Book 13, Page 60, Probate Office, Lee County, Alabama. LESS & EXCEPT that area dedicated for Douglas Street through the middle of said lots.

Containing 16.23 Acres, more or less.

The above-described property, containing approximately 38.4 acres, is located at the terminus of Fox Run Parkway and lies on each side of Douglas Street.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____

MAYOR

ATTEST:

CITY CLERK