OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
300 Martin Luther King Blvd.
May 4, 2021
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:07 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. Tippett provided the invocation.

1. Tom Tippett from Christian Care Ministries.

4. Pledge of Allegiance

Jacob and Jared Banks from Boy Scout Troop 858 led the Pledge of Allegiance.

1. Jacob and Jared Banks from Boy Scout Troop 858.

5. Reading of Minutes
   1. Minutes from the 04-20-21 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. Recognize Opelika High School Outdoor Track Team as State Champions.

Mayor Fuller invited Dr. Seymore, Coach Jimmy Johnson, and the Opelika Varsity Boys Track Team up front to be recognized as AHSAA 6A State Champions in Outdoor and Indoor Track. Coach Johnson spoke about the difficult level of competition and then introduced each individual member of the team and all the coaches. Mayor Fuller then asked Coach Johnson how many outdoor state championships has Opelika won. Coach Johnson told Mayor Fuller that he put him on the spot and didn't know the exact number of championships off the top of his head. Mayor Fuller ended by congratulating them again.

   2. Recognize Killgore Scholarship Recipients.

Mayor Fuller asked Dr. Seymore to stay up front and then invited Dr. Neighbors and Becky Brown up front to recognize the Killgore Scholarship recipients. Dr. Seymore first explained the Killgore Scholarship and how each recipient is at the top of their class academically and how competitive the scholarship is for the students. Mayor Fuller then asked Dr. Seymore about why the Killgore's always wanted the girls to have more than the boys and to explain that. Dr. Seymore explained that at the time when the Killgore's established their trust for the scholarships, girls did not have as many academic opportunities as boys and so the scholarships reflects their wishes for girls to receive a little more than the boys. Dr. Seymore then introduced each scholarship recipient, and each one of them that were present, made their way to front to be

recognized. President Smith also noted that Eleanor Wilson, a Killgore Scholarship winner, also won the Opelika Kiwanis Club Scholarship that same day and the Mayor congratulated her.

3. Proclamation for May 2021 as "Bike Month".

Mayor Fuller then asked Dr. Shirley Lazenby to come up front, with many other bicycle enthusiasts and the Mayor read the proclamation for May as "Bike Month" in Opelika. Dr. Lazenby then spoke about it being a great time to celebrate "Bike Month" because later on the agenda the council would consider a resolution for a master bike and pedestrian plan, and how many of the original "Opelikans for City Bike Plan" were present for this 20 years later.

4. Proclamation for 3rd Annual Opelika Giving Day.

Mayor Fuller then asked Mr. Rauch, Barbara Patton, and Dr. Fred Kam to come up front and read a proclamation for the 3rd Annual Opelika Giving Day on May 5, 2021. Dr. Kam then stated that they are there to serve the community and asked for everyone to be generous in their "giving" to the organizations, and finally thanked the Mayor and council for the recognition.

5. Attaboy Award - Stephen Dawe and James Bush.

Mayor Fuller then asked Joey Motley, Stephen Dawe, and James Bush to come up front for an "attaboy" award. Mayor Fuller then recognized Mr. Bush for his accomplishments academically and professionally, and how his contributions to the GIS (Geographic Information System) mapping for the city are immeasurable. Also, based on Mr. Bush's' work on the Opelika smart city projects, providing reports and map based visualizations, he has been invited as a speaker at the State of Alabama GIS conference this fall. Mayor Fuller then recognized that Mr. Bush is currently pursing his Master's Degree and GIS Professional Certification as well. Mayor Fuller closed by stating Mr. Bush is certainly an outstanding employee for the City of Opelika. Stephen Dawe, Chief Technology Officer, then stated he absolutely is outstanding and he is not sure how Mr. Bush finds the time to do it all, and wishes he had ten more employees like him and is very glad he is receiving the award because of how hard Mr. Bush works. Mayor Fuller then presented Mr. Bush with an award on behalf of the city and the city council.

8. Citizen Communications

Dr. Shirley Lazenby announced to the Mayor, City Council, and all persons in attendance that there were handle bar bags for bicycles available outside the council chambers if anyone wanted one.

9. Report of Disbursements

10. Committee Reports

11. General Business

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

1. Request Alcohol License - M & P Enterprise, LLC Dba Zen Steak and Sushi Bar Retail Liquor and Beer on Premise.

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

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 089-21 Uniform Cleaning - PD.

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

2. Bids 090-21 Weed Abatement - REV.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 091-21 Approve Contract for Services with Citibot, Inc. - IT.

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

2. Resolution 092-21 Purchase - Trane HVAC and Humidification Air System-Omnia Contract #15-JLP-023 - PW.

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

3. Resolution 093-21 Request Refund of Occupational Fees Paid in Error - Sawyer Stephens.

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

4. Resolution 094-21 Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.

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

5. Resolution 095-21 Agreement for Super 7 Football Championship Games - ED.

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

6. Resolution 096-21 Approve Extension of Tax Abatement of Sales and Use Taxes for Jo-Ann Stores, LLC - ED.

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

7. Resolution 097-21 Approve Jo-Ann Stores, LLC Tax Abatements and Exemptions - ED.

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

8. Resolution 098-21 Approve MOU between City of Opelika and U.S. Army Garrison, Fort Benning for Career Skills Program (CSP) Partnership - ED.

Mr. Rauch thanked the Mayor and Economic Development for their work on this, and how it will be a great move for the city and the veterans that come here to work.

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

9. Resolution 099-21 Approve Construction of Subdivision Sign in ROW, Wyndham Village Drive (West).

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

10. Resolution 100-21 Annual MWPP Reports for East and West Sewer Treatment Plants.

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

11. Resolution 101-21 Annual Authorization to Levy Tax on Property within Opelika.

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

12. Resolution 102-21 Bullet Proof Vest Grant Application for OPD.

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

13. Resolution 103-21 Special Appropriation to Community Foundation of East Alabama from Ward 4 Reserve Fund.

President Smith let the council know that he had some left over discretionary funds to use for this, and that was why he did not call them and ask them to contribute.

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

14. Resolution 104-21 Approve Arrangement Letter with Critical Insights Consulting, LLC for OPD Strategic Initiative - ADMIN.

Ms. Norris, during discussion, asked about the breakdown of the total amount of the purchase order submitted for professional services and how the total costs would be applied. Mr. Motley replied it would be done by completion of work determined by Opelika Police Department and himself. Ms. Norris again asked if there was not a specific detailed breakdown of how much money would be spent on each portion of the scope of work. Mr. Motley replied the total dollar amount is for the entire program and not broken down by line items. Ms. Norris then asked if Dr. Evans could use the entire dollar amount any way she sees fit. Mr. Motley replied that Dr. Evans could not do that based upon the specific scope of work in the agreement. Ms. Norris then stated she would like to know specifically how much each section of the scope of work would cost to do a cost comparison, because Dr. Evans is the only one the city has brought forth to provide these services, and they may be able to compare this with another company if they knew how much each would cost, and if that was possible. Mr. Motley answered yes that he would get that for Ms. Norris, and Ms. Norris then thanked him for that. Ms. Norris then stated she wished Dr. Evans was present because Ms. Norris had a previous conversation with Dr. Evans where Dr. Evans talked "a little disparagingly against Opelika", Dr. Evans is from Auburn, and Dr. Evans has said personally to Ms. Norris "there is something wrong with you people in Opelika". Ms. Norris stated that it was very disappointing to her that Dr. Evans would make that comment, and she would like for the city to consider using an additional firm. Ms. Norris then asked again if Dr. Evans was present because there were some other items she would like to ask her about. President Smith answered no Dr. Evans was not present. Ms. Norris then listed the following as questions she would have for Dr. Evans: 1. Deliverables - Because there is not a specific budget breakdown of each item and how much they cost, and also there is not any document available from Dr. Evans to provide to them on how the items are being completed. 2. Termination of the contract - Ms. Norris stated the only thing listed is Dr. Evans not performing her part of the contract, and Ms. Norris would like to add any incidents of misrepresentation or any incidents of fraud would also end the contract with Dr. Evans. 3. Proprietary Materials - Ms. Norris stated she would like to know if Dr. Evans would be creating some items for the City of Opelika, which Dr. Evans has outlined in the contract, and if Dr. Evans is going to keep those items or if those items will become property of the City of Opelika. 4. Travel and Lodging - Ms. Norris stated she understood this project was to be completed in the City of Opelika, and she needs to understand why there needs to be travel and lodging expenses to be included in the contract in addition to the total amount of the contract. 5. Additional Expenses Paid - Ms. Norris then asked about two previous amounts of $50,000 and $180,000 paid to Dr. Evans' company for services from previous meetings, and if that is separate from the current $341,500 contract. President Smith answered yes it is separate. Ms. Norris then asked about Dr. Evans receiving $50,000, 180,000, and is now presenting for another $341,500 and if that was correct. President Smith nodded yes. Mr. Allen then asked a question about the last arrangement letter for $180,000 last month, and that Dr. Evans would teach or counsel 120 city employees, and if our Police Department were a part of that as well. President Smith nodded yes. Mr. Allen then asked if they should not wait to get the results from that arrangement or contract to see how effective it may or may not have been before deciding to enter into another contract with the same company. Mr. Motley answered that the two contracts are for two different scopes of work. Mr. Motley explained the $180,000 was for the profiling of the individuals and the amount before that was for $30,000 for the original group that went through Dr. Evans program. Mr. Allen stated it was $1,500 per person. Mr. Motley answered yes, and that those amounts were for a different scope of work than this

$341,000. Mr. Motley explained the $341,000 is for developing a curriculum for the schools, which would need to be done before school starts back, and to also develop a curriculum for the Police Department and also a curriculum for the community to learn how to better interact with our Police Department. Mr. Motley then stated Dr. Evans has held some meetings just to find out some things at no cost to the city, and Dr. Evans was not obligated to do that. Mr. Motley again stated that going forward the $341,000 contract is for a completely different scope of work. Mr. Allen stated he understands and has read her credentials, but his point is why can they not wait until finding out the results of the first $180,000 contract because it may not have been effective or good for Opelika, and to make sure before entering into this contract which would be a half a million dollars invested. Mr. Allen continued by stating the results from the first contract of $180,000 should be evaluated to make sure it was effective and to make sure Dr. Evans did her job, and then go into another contract with her. Mr. Rauch stated that his experience with Dr. Evans has been that she has been nothing but polite and respectful, he has been invited to several of her meetings, and he has taken the opportunity to go and listen and learn. Mr. Rauch then stated he sees the input of Dr. Evans' work in the community, and the work she is doing with the Carver-Jeter committee in trying to bring groups together in Opelika. Mr. Rauch also stated he has never gotten any ill-will or ill-spoken words from Dr. Evans. Mr. Allen replied he was not talking about any ill-spoken words or ill-will but making sure they have the right person to do this job, and the best way to do that is to wait until Dr. Evans completes the first section and do a survey to make sure everything was done to their approval due to it being a half a million dollar investment. Dr. Loften replied to Mr. Allen he appreciates the half a million dollars, and they do want to be frugal with their money, but as a veterinarian his training is in prevention rather than waiting until something happens. Dr. Lofton then stated he sees an opportunity for the them to prevent some problems that might occur in the city because they have done proper training, helped educated their children in school, built that relationship with the police department, and he sees this as a preventative medication for the city. Dr. Lofton then stated that he too has met with Dr. Evans and he feels comfortable about her and her task force, and added there are multiple people involved with this and they are not just paying Dr. Evans, but her staff as well and also over a period of time. Dr. Lofton stated he is not one to wait and see if something is going to happen, and he wants to be proactive and begin with this now. Dr. Lofton also added to not have one person do this, and going out and getting someone else to be involved, would take away from the consistency of work in having two plans instead of one consistent plan. Dr. Lofton has a saying "If you have a good horse you ride it" and they have gotten on this horse with Dr. Evans and they should go ahead and complete the work. Mr. Allen stated but they have only been with Dr. Evans for one month. Dr. Loften replied "true". Ms. Norris asked Dr. Lofton "How do you know it's a good horse? Because I have been bucked off of it and so have the people in my community in Ward 2." Ms. Norris then stated Dr. Evans has spent the majority of her time in Ward 2, went over to Ward 3, 4, and 5 and had a meeting all together, but spent the majority of her time in Ward 2, and has had several citizens give Ms. Norris disparaging comments from Dr. Evans and her work. Ms. Norris also knows people that attended both the meeting in Wards 3, 4, and 5 and the meeting Ward 2. Ms. Norris then asked Mr. Allen if there was a meeting in his ward. Mr. Allen answered "no". Ms. Norris then stated that Dr. Evans did not even take the time to go to Ward 1 to have a meeting. Ms. Norris then explained that she was told, from people that attended both meetings in the different wards, the meetings were distinctly different in that the people in Ward 2, a predominately black community, were treated differently by Dr. Evans than the people in Wards 3, 4, and 5, so Ms. Norris expects the city council members from those wards to have positive things to say about Dr. Evans. Ms. Norris then stated she would like for the contract to also say that Dr. Evans would spend an equal amount of time in all the wards. Ms. Norris also stated she has concerns about the "Policing In Me" part included in the contract, where Dr. Evans is going into the schools to teach the children on how to better interact with the police. Ms. Norris continued by stating "I think we all can interact better with each other, but I would not want my child to go in and have to worry about how they need to act if they are pulled

over by a police officer." Ms. Norris then stated she believes it is better served to have Dr. Evans work with the Police Department, if that is what they decide to do, but "Why do kids who are already dealing with so many issues in regards to the police and issues in the news about how sometimes police handle things, this is nothing specific to the City of Opelika, but we already have a very tense situation in our society in regards to that. Let's work on the Police Department and not put this responsibility on our kids as of yet." Ms. Norris closed by stating she is not saying there are not positive things in regards to the contract with Dr. Evans, but the city did not even send this out and get other people to apply for it, so they can see if Dr. Evans is the best consultant for this or not.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Robert Lofton, Eddie Smith, Todd Rauch
NAYS:	Willie Allen, Erica Norris

15. Resolution 105-21 Approve Bicycle Pedestrian Plan - ENG.

Mr. Rauch thanked Dr. Shirley Lazenby and the Opelika Bicycle Advisory Committee for their years of dedicated work on this and also Mayor Fuller for being a great cheerleader for them.

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

16. Resolution 106-21 Request for Extension of the Special Use Permit with AT&T at 3460 US Hwy 280 East.

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

17. Resolution 107-21 Authorize Engagement Letter with Compass Point Planning - PLAN.

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 008-21-ORD Stormwater Ordinance Revision to Meet New ADEM Requirements - 2nd Reading.

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

2. Ordinance Amend Section 5.8.3 of the Personnel Policies and Procedures Manual - 2nd Reading.

President Smith asked for a member of the council to introduce the ordinance. Dr. Lofton introduced the ordinance. President Smith then asked for a motion to suspend the rules to go ahead and vote to approve the ordinance. Dr. Lofton made a motion to suspend the rules. Mr. Rauch seconded the motion.

The following vote was recorded:
Ayes: Allen, Lofton, Rauch, Smith
Nays: Norris
Due to not having a vote of unanimous consent, the motion to suspend the rules failed.

RESULT: FIRST READING INTRODUCED

15. Appointments

16. Adjourn

The City Council meeting minutes of May 4, 2021 are hereby adopted and approved this the 18th day of May, 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 - Perseverance, the continued effort to do or achieve something despite difficulties, failure, or opposition.

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

2. Motion to Adjourn

The council meeting ended at 8:05 pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/04/21 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4645

CM MINUTES (ID # 4645)

Minutes from the 04-20-21 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.
April 20, 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. Lane provided the invocation.

1. Rick Lane from First United Methodist Church.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes
   1. Minutes from the 04-06-21 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
   1. City's Financial Summary Report for March 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 also announced the culmination of the "Slam Dunk the Junk" campaign to prevent litter in the community on the morning of Saturday April 24 at Covington Recreation Center for a city wide clean up, and later at 11:30 am at Covington Recreation Center they would also be dedicating the signs to Mr. Mike Covington and Mr. Robert Flournoy.

   2. March 2021 Monthly Building Report.

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

   3. Proclamation for "Cancer Doesn't Take a Holiday!" week and "Relay for Life Day".

Mayor Fuller invited former President Pro-Tem Patsy Jones and the co-chair's of Relay for Life Lee County, Randy and Debbie Causey, up front and read the proclamation. Mr. Causey then explained when, where, and what the Relay for Life event taking place would involve, and thanked the city for being a sponsor and helping with their event. Mayor Fuller then expressed his appreciation for what Mr. Causey and Ms. Jones do for Relay for Life each year.

   4. Proclamation for National Crime Victims' Rights Week.

Mayor Fuller invited Jessica Ventiere and Melissa Cupit up front and read the proclamation. Ms. Ventiere then explained more about what the county is doing for Victims' Rights and Awareness

Attachment: CM minutes 04-20-21 (4645 : Minutes from the 04-20-21 council meeting.)

week and thanked the Opelika Police Department for their support, as well as what each day's theme was for the week. Ms. Venitere asked if the police officers present would join them for the photo.

5. Proclamation for Knee High Foundation, Inc.

Mayor Fuller then asked Alyssa Foreman and Anthony Bryant to come up front and read the proclamation.

6. Employee Service Awards.

Mayor Fuller then presented years of service awards to each employee, that was present, by years served for each department. After Mayor Fuller had presented the last employee's award, President Smith then presented Mayor Fuller with his own service award of 20 years.

8. Citizen Communications

None.

9. Report of Disbursements

10. Committee Reports

11. General Business

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

1. Request for Downtown Juneteenth Celebration March on 6-18-21.

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

2. Request Alcohol License - Ganesha G Store LLC Dba G Mart, Retail Beer and Wine Off Premise.

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

3. Request Alcohol License - Boardem Gaming Cafe, LLC DBA Gear Gaming Opelika, Retail Beer and Wine On & Off Premise.

After the roll call vote, President Smith thanked the owners of Gear Gaming Opelika for their investment in the city, congratulated them, and wished them good luck.

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

12. Awarding of Bids

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 081-21 Expense Reports from Various Departments.

Attachment: CM minutes 04-20-21 (4645 : Minutes from the 04-20-21 council meeting.)

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

2. Resolution 082-21 Approve License Agreement with BOE for Fireworks Exhibition and Display - P&R.

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

3. Resolution 083-21 Five (5) ADECA Grant Applications.

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

4. Resolution 084-21 Proposal Submitted by MetLife for Certain Types of Employee Insurance Coverage.

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

5. Resolution 085-21 Demolition - 108 Ray Avenue - Tabled.

President Smith asked if there was a motion to remove the item from the table. Dr. Lofton made a motion to remove the item from the table. Ms. Norris seconded the motion.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

During discussion, Mr. Allen stated one of the property owners, at the last meeting, let the council know they had torn the building down and were working on removing the debris. Mr. Allen then stated the council did not give them a specific amount of time to finish and the owners may be under the impression they have longer than two weeks since the last meeting. President Smith asked Mr. Kappelman, Chief City Building Inspector, if he had spoken to the owners. Mr. Kappelman stated they have 30 days to comply with order and the owner that was at the last council meeting left without speaking to him and he has not heard from any of the other owners either. Mr. Kappelman then recommended the council approve the resolution due to it turning into a debris case, and there are thirteen different owners that will have to receive certified letters of the resolution and then they have 30 days to comply. Mr. Kappelman also stated the city would then have to bid out the removal of the debris which would take at least another 25 or 30 days before the removal would take place. Mr. Allen asked if they could be more specific with the amount of time the owners would have, so they would know how much time they would have to remove the debris themselves. Mr. Kappelman replied the amount of time is governed by law and they would have at least 30 days to appeal and another 30 days to bid the job out, so at least 60 days would be the amount of time if approved. Mr. Rauch asked Mr. Kappelman about the building already being demolished and if he would be having to bid out the debris removal only. Mr. Kappelman answered yes they would have to follow state bid law for the removal of debris. Mr. Rauch then asked if that would still take around 30 days. Mr. Kappelman answered yes with having to go through the entire bid process including coming back to council for bid approval. Ms. Norris asked Mr. Kappelman if he had spoken to the owner that was at the previous council meeting. Mr. Kappelman answered no, she left the last meeting before he could give her his

Attachment: CM minutes 04-20-21 (4645 : Minutes from the 04-20-21 council meeting.)

business card. Ms. Norris asked if the owner had reached out to him. Mr. Kappelman answered no. Ms. Norris then stated that she knows Mr. Kappelman has tried to reach out to the owner with that information and Ms. Norris herself has reached out to the owner several times with no response, and she would vote to move forward with the resolution. Ms. Norris stated she knows the building has been demolished, but there is debris, like cement, left over that needs to be removed, and then asked Mr. Kappelman if he would be giving notification to the owners and if he had already done so. Mr. Kappelman stated, besides the original notification, all listed property owners would be getting a copy of the resolution, if passed, by certified mail.

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

6. Resolution 086-21 Special Appropriation to Opelika Main Street for Downtown Plaques and Outdoor Sculpture Exhibition.

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

7. Resolution 087-21 Special Appropriation for Opelika High School Annual Project Graduation 2021.

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

8. Resolution 088-21 Emergency Purchase - Flygt Pumps at North Industrial Park Lift Station - PW.

Ms. Norris asked if there needed to be an addition to the resolution that the company that caused the issues would be reimbursing the city, and if that was necessary. Mr. Gunter stated that it is not necessary. Mr. Motley added the city would be billing the company for the cost of the pumps by having already talked to the company about it, and also future uses of the city's sewer going forward and what the company is putting in there that is causing problems.

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 Stormwater Ordinance Revision to Meet New ADEM Requirements - 1st Reading.

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

RESULT:	**FIRST READING INTRODUCED**

15. Appointments

President Smith presented the appointments.

Attachment: CM minutes 04-20-21 (4645 : Minutes from the 04-20-21 council meeting.)

1. Reappoint Patsy Parker to the Public Park & Recreation Board. New Term ends 5-4-2027.

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

16. Adjourn

The City Council meeting minutes of April 20, 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 - Reliability, the quality of being trustworthy or of performing consistently well.

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

2. Motion to Adjourn.

The council meeting ended at 7:40 pm.

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

Attachment: CM minutes 04-20-21 (4645 : Minutes from the 04-20-21 council meeting.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/04/21 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4639

MAYOR'S REMARKS (ID # 4639)

Proclamation for May 2021 as "Bike Month".

COMMENTS - Current Meeting:

Mayor Fuller then asked Dr. Shirley Lazenby to come up front, with many other bicycle enthusiasts and the Mayor read the proclamation for May as "Bike Month" in Opelika. Dr. Lazenby then spoke about it being a great time to celebrate "Bike Month" because later on the agenda the council would consider a resolution for a master bike and pedestrian plan, and how many of the original "Opelikans for City Bike Plan" were present for this 20 years later.

From the Governing Body
of
Opelika, Alabama

♦

Proclamation

♦

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Opelika's scenic beauty; and

WHEREAS, throughout the month of May, the residents of Opelika and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, Opelika's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Opelika, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, the Opelika Bicycle Advisory Committee, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies, and civic groups will be promoting bicycling during the month of May 2021; and

WHEREAS, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE, I, Gary Fuller, Mayor of the City of Opelika, Alabama by the authority vested in me, do hereby proclaim ***May 2021*** as "***BIKE MONTH"*** in Opelika and urge all residents to join me in this special observance.

IN WITNESS, WHEREOF, I have hereunder set my hand and caused the seal of Opelika, Alabama, to be affixed this the 4th day of May 2021.

_____

Gary Fuller
Mayor, City of Opelika

Attachment: ProcBikeMonth2021 (4639 : Proclamation for May 2021 as "Bike Month".)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/04/21 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4654

MAYOR'S REMARKS (ID # 4654)

Proclamation for 3rd Annual Opelika Giving Day.

COMMENTS - Current Meeting:

Mayor Fuller then asked Mr. Rauch, Barbara Patton, and Dr. Fred Kam to come up front and read a proclamation for the 3rd Annual Opelika Giving Day on May 5, 2021. Dr. Kam then stated that they are there to serve the community and asked for everyone to be generous in their "giving" to the organizations, and finally thanked the Mayor and council for the recognition.

From the Governing Body of
Opelika, Alabama

♦

Proclamation

♦

WHEREAS, the Community Foundation of East Alabama was incorporated in 2007 as a local center for philanthropy, working with individuals, families, corporations, private foundations, and nonprofit organizations to help them carry out their charitable objectives and address emerging community issues; and

WHEREAS, through Opelika giving Day the Community Foundation of East Alabama has helped raise a total of $69,730 for 24 nonprofit organizations making a difference in the Opelika Community during its first two years; and

WHEREAS, the Community Foundation of East Alabama is excited to announce that the 3rd Annual Opelika Giving Day will be held on Wednesday, May 5th, 2021; and

WHEREAS, this 24-hour online fundraising challenge provides an easy and exciting way to support local non-profits, celebrate the joy of helping others, and inspire a new culture of giving within our community; and

WHEREAS, whether you're an individual, company, or organization, we invite you to participate in this special day of giving designed to shine a spotlight on some amazing organizations who are making a difference in the Opelika community; and

WHEREAS, on May 5th, donors can visit the Opelika Giving Day website period to donate and track the progress of the 11 amazing organizations chosen this year and their projects that are making a difference in the Opelika Community; and

WHEREAS, we want every organization that is a part of Opelika Giving Day to meet their target goals. We also want nonprofits to be successful during the other 364 days of the year by providing them with the tools to do that.

NOW, THEREFORE, I, Gary Fuller, Mayor of the City of Opelika, Alabama do hereby proclaim **May 5th** ***as "Opelika Giving Day " in Opelika, Alabama.***

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Opelika, Alabama, to be affixed this the 4***th day of May 2021.***

_____

Gary Fuller
Mayor, City of Opelika

_____

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

Attachment: ProcOpelikaGivingDay (4654 : Proclamation for 3rd Annual Opelika Giving Day.)

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/04/21 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4644

GENERAL BUSINESS (ID # 4644)

Request Alcohol License - M & P Enterprise, LLC Dba Zen Steak and Sushi Bar Retail Liquor and Beer on Premise.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 089-21

Meeting: 05/04/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4646

Uniform Cleaning - PD.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract to provide Uniform Cleaning for the Police Department; and

WHEREAS, Downtown Cleaners, Inc. submitted the sole bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to Downtown Cleaners, Inc. on their sole bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Downtown Cleaners, Inc. on an as needed basis.

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

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

APPROVED AND ADOPTED this the _____ day of _____, 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:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

Council Meeting: 5/4/2021

FACT SHEET

SUBJECT: Sealed Bid #21014 – We are asking the Council to approve a contract for Uniform Cleaning

FACTS:

- Bid opening date – 4/26/21
- User department – Police
- The bid was mailed to 3 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to Downtown Cleaners, Inc. on their sole bid meeting specifications on an as needed basis.**

Attachment: 5-4-21 - POLICE UNIFORM CLEANING 21014 - BID PKT (089-21 : Uniform Cleaning - PD.)

BID# 21014 DATE: 4/26/21 DEPT: POLICE						3 VENDORS INVITED	
DESCRIPTION: UNIFORM CLEANING						1 BID RECEIVED	
	ITEM 1: PANTS/SKIRTS/DRESSES			ITEM 5: TIE			
	ITEM 2: SHIRTS/BLOUSES			ITEM 6: LIGHT WEIGHT JACKET (NO LINER)			
	ITEM 3: SUIT/COAT/BLAZER/SPORT COAT			ITEM 7: HEAVY WEIGHT JACKET (WITH LINER)			
	ITEM 4: WINTER COAT						
	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
DOWNTOWN CLEANERS INC	**$ 3.00**	**$ 3.00**	**NC**	**NC**	**NC**	**NC**	**NC**
MAIN STREET CLEANERS							
SWISS CLEANERS							

Attachment: 5-4-21 - POLICE UNIFORM CLEANING 21014 - BID PKT (089-21 : Uniform Cleaning - PD.)

BID# 21014 DATE: 4/26/21 DEPT: POLICE						3 VENDORS INVITED	
DESCRIPTION: UNIFORM CLEANING						1 BID RECEIVED	
	ITEM 8: BASEBALL CAP			ITEM 11: REPAIR HEMS, SEAMS, SMALL TEARS			
	SEWING:			PRESSING:			
	ITEM 9: SEWING ON SHOULDER PATCHES			ITEM 12: PANTS, SHIRT, COAT, ETC			
	ITEM 10: HEM (NEW PANTS/DRESS/ETC)						
	ITEM #8	ITEM #9	ITEM #10	ITEM #11	ITEM #12	TOTAL	DISCOUNT
DOWNTOWN CLEANERS INC	**NC**	**$ 4.00**	**$ 6.00**	**$ 3.50**	**NC**	**$ 19.50**	**--**
MAIN STREET CLEANERS							
SWISS CLEANERS							

Attachment: 5-4-21 - POLICE UNIFORM CLEANING 21014 - BID PKT (089-21 : Uniform Cleaning - PD.)

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 090-21

Meeting: 05/04/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4647

Weed Abatement - REV.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Weed Abatement for the Revenue Department; and

WHEREAS, Flora Terra, LLC submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to Flora Terra, LLC on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Flora Terra, LLC on an as needed basis.

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:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

Council Meeting: 5/4/21

FACT SHEET

SUBJECT: Sealed Bid #21015 – We are asking the Council to approve a contract for Weed Abatement

FACTS:

- Bid opening date – 4/26/21
- User department – Revenue
- The bid was mailed to 20 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to Flora Terra, LLC on their low bid meeting specifications on an as needed basis.**

Attachment: 5-4-21- WEED ABATEMENT 21015 - BID PKT (090-21 : Weed Abatement - REV.)

BID# 21015 DATE: 4/26/2021 DEPT: REVENUE — 20 VENDOR

DESCRIPTION: WEED ABATEMENT — 2 BIDS RECEIVED

ITEM #1: LIGHT VEGETATION

ITEM #2: MODERATE VEGETATION

ITEM #3: HEAVY VEGETATION

**Square footage calculated by Revenue department.

	ITEM #1		ITEM #2		ITEM #3			
VENDOR NAME	PRICE/SQ FT	PRICE/ACRE	PRICE/SQ FT	PRICE/ACRE	PRICE/SQ FT	PRICE/ACRE	DISC	TERMS
A CUT ABOVE LANDSCAPE MGMT								
A+ LANDSCAPING & IRRIGATION								
BLOOMING COLORS								
BODINES LANDSCAPE SERVICES INC								
CUTTING EDGE LAWN SERVICE LLC								
EVER GREEN OUTDOOR SERVICES								
FLORA TERRA LLC	**$ 0.025**	**$ 1,089.00**	**$ 0.055**	**$ 2,395.00**	**$ 0.100**	**$ 4,356.00**	**5%/10**	**--**
FOUR SEASONS LANDSCAPE								
GENESIS LANDSCAPING & LAWN								
GOLDENVIRONMENTS LAND MGMT								
HALL'S TREE SERVICE LLC								
LOWERYS LANDSCAPING								
MARTINS GREEN THUMB								
OPERATIONS MGMT INTERNATIONAL								
PARKER GRASSING INC								
PRO LAWNS INC								
SCOTT LAND COMPANY INC								
THURLOW TREE NURSERY								
TRU GREEN CHEM LAWN								
W J CASH CONSTRUCTION CO INC								
Ark Plus LLC	$ 12.00	$ 100.00	$ 20.00	$ 300.00	$ 30.00	$ 600.00	2/4/6/8%	--

Attachment: 5-4-21- WEED ABATEMENT 21015 - BID PKT (090-21 : Weed Abatement - REV.)

RESOLUTION NO. 091-21

Approve Contract for Services with Citibot, Inc. - IT.

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT FOR SERVICES BY AND BETWEEN CITIBOT, INC. AND THE CITY OF OPELIKA, ALABAMA

FOR CITIBOT CHAT BOT AND WEBSITE INTEGRATION

WHEREAS, the City of Opelika (the "City") has identified a need for an interactive text messaging and customer service software system; and

WHEREAS, Citibot, Inc. ("Citibot") offers AI-powered chat solutions for government entities; and

WHEREAS, Citibot combines text messaging and webchat systems for local government customer service to directly answer the questions that residents ask; and

WHEREAS, the City desires to collaborate with Citibot to integrate the Citibot web chat offering on the City's website; and

WHEREAS, the Purchasing-Revenue Manager has certified that the Citibot chat bot and website integration software is a commodity or contractual service for which there is only one vendor or supplier pursuant to §41-16-51(a)(13), *Code of Alabama* (1975); and

WHEREAS, Citibot has provided pricing information for the implementation and monthly subscriptions for three (3) years for web chat, SMS chat and SMS alerts; and

WHEREAS, the one-time implementation fee is $3,900 and the annual subscription fee is $22,200 for the first year, $19,236 for the second year and $21,228 for the third year; and

WHEREAS, a Contract For Services (the "Contract"), a copy of which is attached hereto as Exhibit "A", has been prepared by Citibot, Inc., and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract; and

WHEREAS, the Contract for Services proposed by Citibot, Inc., will be for a term of three (3) years commencing on May 4, 2021 and expiring on May 3, 2024; and

WHEREAS, the implementation fee and the first annual subscription fee shall come from the Capital Outlay Budget and subsequent annual installments shall come from budgeted funds in the Information Technology Department.

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

1. That the City shall engage the services of Citibot, Inc., to provide services in the area of chat bot and website integration.

2. That the proposed Contract for Services to be entered into between the City and Citibot, 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 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 and the City Clerk is hereby authorized to attest the same.

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

5. That the compensation to be paid to Citibot, Inc., for year one of the services provided under the Agreement shall be paid from Capital Outlay Budget and the compensation to be paid to Citibot, Inc. for years two and three shall be paid from budgeted funds in the Community Relations Department. 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 hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. That the Mayor and Information Technology Director are hereby authorized to approve payment of all invoices in accordance with the provisions of this Contract or as otherwise approved by the City Council.

8. 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

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT IT

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Stephen Dawe/Leigh Kreling

VENDOR Citibot

PRODUCT/SERVICE Citibot chat bot and website integration

_____

Estimated annual expenditure for the commodity or service $ 22,200.00

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). _____

2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____

3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____

4. This is the only known item or service that will meet the specialized needs of the IT and Community releations Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____

5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____

6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function for which the product is needed.

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

DEPARTMENT HEAD SIGNATURE _____

DEPARTMENT/DIVISION/DATE 4/28/2021

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL (SIGNATURE/DATE) _____

DISAPPROVAL/DATE _____

COMMENTS _____

_____

_____

_____

_____

_____

_____

_____

COUNCIL ACTION/DATE _____

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

Dawe, Stephen N.

From: Krehling, Leigh
Sent: Tuesday, April 27, 2021 4:12 PM
To: Dawe, Stephen N.
Subject: FW: Check In Call this week?
Attachments: COVID_Vaccine Testimonial_FINAL.pdf

See below.

Leigh Krehling
Community Relations Officer
City of Opelika
204 S. 7th Street
Opelika, AL 36801
Lkrehling@opelika-al.gov
334.705.5136
www.opelika-al.gov

CITY OF OPELIKA alabama

ALABAMA'S 1ST GIG CITY OPELIKA

From: Bratton Riley <bratton@citibot.io>
Date: Tuesday, April 20, 2021 at 4:12 PM
To: Leigh Krehling <lkrehling@opelika-al.gov>
Subject: Re: Check In Call this week?

1. There is NO OTHER Company that does a combined Text Message and Webchat system for local government customer service.
2. There is NO OTHER Company that uses Machine Learning Technology to directly answers the questions that residents ask.
3. There is NO OTHER Text and Web Chat Company that IS NOT TIED to another technology company and is a FREE AGENT Chat solution that integrates into backen CRM systems.
4. There is NO OTHER Chat company that would contemplate integrating into your back end Tyler system.
5. Citibot is finishing up its integration into the Tyler CRM system now for Corinth, TX and Menifee, CA. No other chat company has done this.
6. Civic Plus might be pushing its chat product but its Web only and DOES NOT INTEGRATE.
7. There is NO OTHER company that can enable chat through 30 different languages. This may not be big for Opelika, but I bet Spanish might be.

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

8. Citibot is not tied to any other Gov Tech company. So should you change your web site vendor or CRM or backend tech vendor, we will still be there to implement in any web site technology and integrate into any CRM technology. We are free agents.
9. There is NO OTHER Chat company that enables the city to send out Text Message Alerts to its residents that enable interactive conversations that come from the Text Message Alerts.
10. There is NO OTHER company that fully understands local government like we do. We do not wait for you to tell us what to do, we come back to you for suggestions. For example, when we saw the vaccine questions coming into the City of Arlington, we asked them if we could pull content from the county site (Tarrant County) who had a lot more relevant content for vaccine administration and clinics. So we brought that content in as a suggestion to Arlington, which they loved, as opposed to them bringing the idea to us.
11. There is NO OTHER company that uses the data that we capture to continuously improve our system through machine learning.

I could go on and on. :)

Please see the attachment on how we have helped our customers through COVID.

Thanks!

Bratton

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

CONTRACT FOR SERVICES

This Agreement is made by and between the City of Opelika, Alabama ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated April 28, 2021.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service or Privacy Policy, as applicable.

"***Service***" collectively refers to the Citibot SMS and City website chatbot customer service platform, software and/ or services made available to Subscriber. The features include (1) questions and search result answers; (2) service request submittal (a list of search requests will be Attachment A of this Agreement), and (3) direct message and live chat that is initiated by the City.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by Subscriber or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to Subscriber to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"***Authorized User***" refers to each employee of Subscriber, citizens of Opelika, agents and/ or contractor of Subscriber authorized to access and use the Service and the Content.

2. **Term; Termination.**

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** City is responsible for payment of the Subscription Fee as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

Pricing	Year 1	Year 2	Year 3
Implementation Fees	$3,900 one-time	$0	$0
Monthly Subscription - Web Chat	$425 per mo	$475 per mo	$499 per mo
Monthly Subscription - SMS Chat*	$850 per mo	$889 per mo	$939 per mo
Monthly Subscription – SMS Alerts	$250 per mo	$289 per mo	$331/mo
Total Annual Costs	**$22,200**	**$19,236**	**$21,228**

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, implementation, and Trello Integration. Other CRM integrations available at an hourly rate of $75.

1. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

2. SMS Chat Monthly Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment on the launch date or 3 months after the date of execution of this agreement, whichever comes sooner.

3. Web Chat Monthly Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

Years 2-3

The pricing for Years 2-3 is reflected on the table above and are defined by the language in the Year 1 description above for each service category.

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

Service Requests Included in this system with a corresponding AI build conversational chat capability:

- Pothole
- Missed Trash Pickup
- Trash Can Repair
- Missed Recycling Pickup
- Recycling Can Repair
- Flooding
- Lost Dog
- Dead/Stray Animal
- Broken Street Sign
- Broken Traffic Light
- Broken Street Light
- Fallen Tree
- Broken Pavement/Sidewalk
- Noise issue (Barking Dog, for example)
- Tall Grass/Weeds
- Abandoned Vehicle
- Unlicensed Business Operating in Home
- Graffiti
- Hazardous Materials
- Illegal Dumping
- Mosquitos
- Prohibited Outside Storage
- Sewage
- Yard Upkeep
- Zoning Infractions
- Cave In
- Snow/Ice removal
- Traffic
- Direct Message Submittal

Other Service requests can be added to the AI conversation flow for $75/hour and not to exceed 7 hours per service request.

******

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Independent Contractor.** Citibot is an Independent Contractor of the City. Thus, none of Citibot's employees shall be deemed employees of the City.

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Alabama.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Alabama Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Alabama.

City of Opelika, AL	*Citibot, Inc.*
Signed	CEO, W. Bratton Riley
Date	Date

Attachment: 5-4-21 - Resolution approving service agr Citibot - CNCL PKT (091-21 : Approve Contract for Services with Citibot, Inc. - IT.)

RESOLUTION NO. 092-21

Purchase - Trane HVAC and Humidification Air System-Omnia Contract #15-JLP-023 - PW.

RESOLUTION NO. _____

WHEREAS, Public Works desires to purchase a Swim Meet Mode Humidification/Swim Pak System utilizing Omnia Contract #15-JLP-023; and

WHEREAS, Trane is the contract vendor for the HVAC and Humidification Air System; 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 $578,703.54.

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

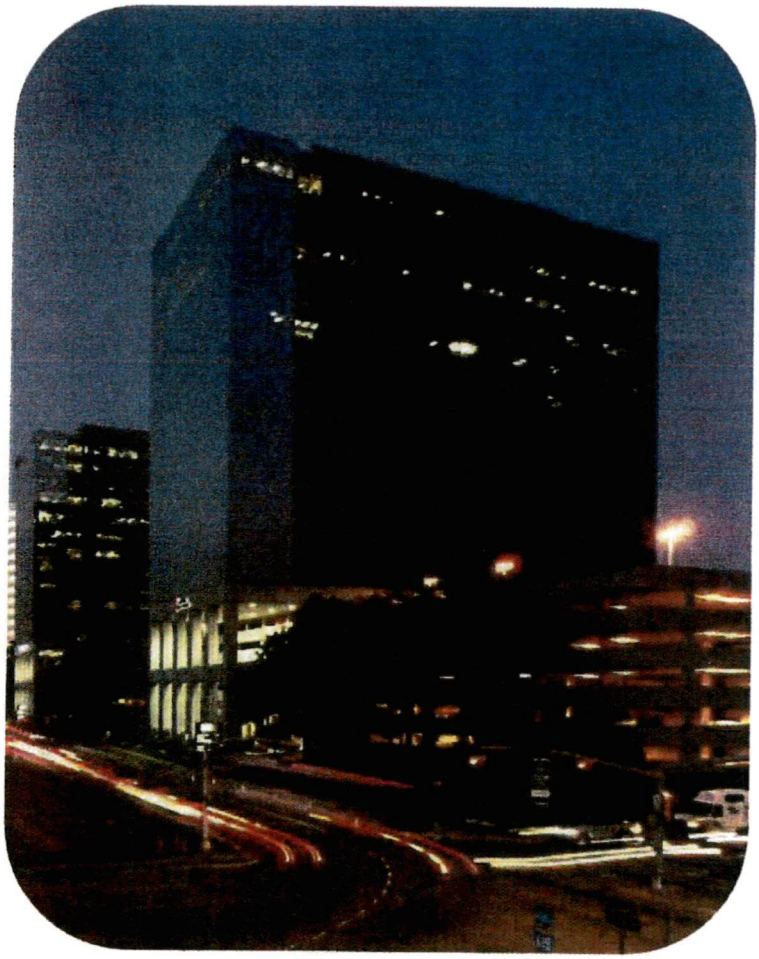
ATTEST:

_____

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:
3021537

Omnia Partners/U.S. Communities Proposal Number:
27-424247-21-003

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

Date: March 29, 2021

Attachment: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -

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 Mike Hilyer and Calvin Williams 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.

- Increased comfort control and humidity control inside the Aquatics Center
- Less equipment downtime due to failure
- Less refrigerant required in the system which will decrease future maintenance costs as well as be more environmentally friendly (176 lbs compared to 452 lbs)
- Enable HVAC "Swim Meet Mode" to help condition the Aquatics Center more effectively during swim meets
- More accessible repair parts and services in the future

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is $578,703.54. This investment will provide the City of Opelika with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

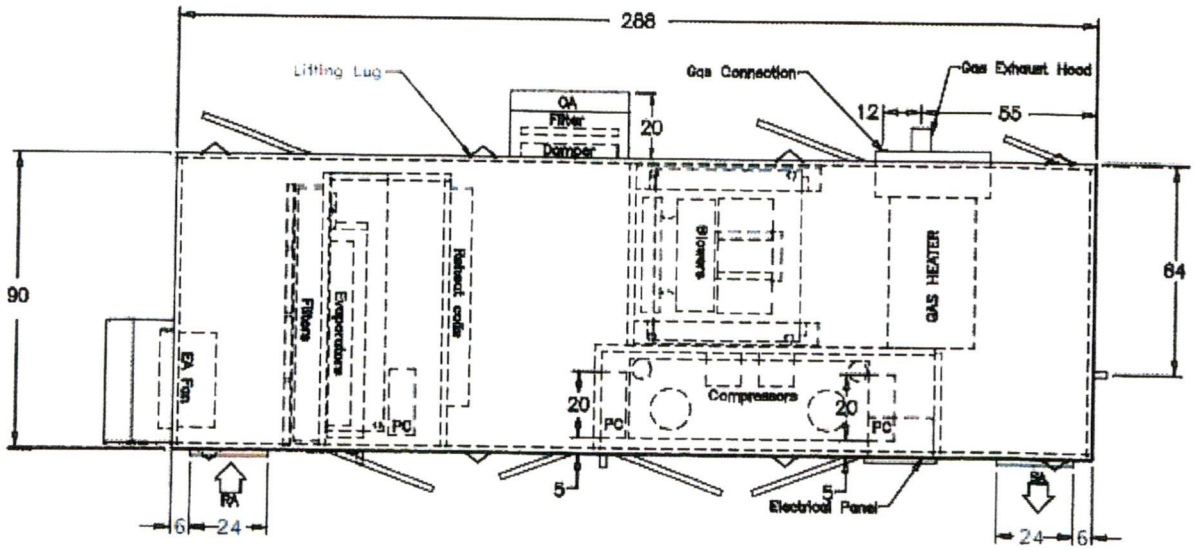
We look forward to partnering with the City of Opelika for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

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

Attachment: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -

Design Details



Model	40 Ton 2-compressor dehumidifier
Unit Subseries	Pool Water Heater, Vented
Unit Location	Outdoor
Cabinet	Horizontal 2-in Double Walled - Return Plenum - Right Side
Supply Voltage	460V-480V/3PH
Unit Control	CommandPak c/w Building Communication and Remote Panel
Refrigerant	R410A
Disconnect	Non Fused Disconnect Unit Mounted
Outdoor Air	OA Inlet Motorized Damper & Filter
Exhaust Fan	Unit mounted Exhaust Fan
Space Heating	Unit mounted gas heater (Furnace)
Heat Control	Modulating - factory supplied and wired valve
Air Conditioning	Air Cooled A/C - For Use With Remote Outdoor Air Cooled Equipment
OAFC Voltage	460V-480V/3PH
Warranty	2 years on driveline, 5 years on compressor, 2 years on coils
Extras	Air flow switch
Supply Air CFM	22000
Outdoor Air CFM	2670
Exhaust Air CFM	2937
Supply Air Orientation	Right (oriented with airflow air turns right out of unit)
Outdoor Air Orientation	Left
Pool Water Connection	Side
Condensate Drain	Side
Heating Capacity (Output)	480 MBH

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Attachment: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -

Scope of Installation

- Trane will disconnect the existing connections: pool water, electrical, refrigerant lines, natural gas, ductwork, etc.
- Trane will reclaim existing R-22 refrigerant and store or dispose in the proper manner
- Trane will provide a crane, rigging, and equipment to lift and haul off the old units
- Trane will make necessary roof adjustments to support the new units and their associated dimensions
- Trane will transport the equipment to the job site and provide a crane to lift the new equipment into place
- Trane will run all new pool water PVC lines from where the pool water stubs out of the wall to the new units (schedule 80)
- Trane will run all new PVC lines from the fluid coolers to the air handlers (schedule 80)
- Trane will paint all of the PVC lines with UV protectant paint to protect it from decay
- Trane will furnish and install propylene glycol for the fluid coolers
- Trane will reconnect natural gas lines to the unit mounted furnace
- Trane will provide necessary regulating valves for the natural gas connections
- Trane will reconnect electrical and provide all needed conduit and wiring as necessary
- Trane will fabricate and install needed duct transitions from the new units to the wall
- Trane will insulate ductwork as necessary
- Trane will run RS-485 wiring from the units to the Aquatics Center director's office and install the remote touchscreen controller
- Trane will provide factory start-up services to start-up the unit and ensure proper operation
- Trane will ensure that all warranties are registered

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Trane will provide the unit with a BACnet controller, a list of available points, controls support, etc., but Trane will not be providing any controls labor to pull the new units into the existing Johnson Controls system
- Trane will not be providing any services in regards to the fire/smoke alarm system
- Trane will not be providing any testing and balancing services or design fees
- 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: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -

Pricing and Acceptance

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....$578,703.54

Pricing per Omnia Partners/U.S. Communities Contract #15-JLP-023. Pricing will be audited by Trane/U.S. Communities. Omnia Partners fee is included in the above price.

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 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 CLAUSEThe 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.

CUSTOMER ACCEPTANCE	Proposal Date: March 29, 2021 **TRANE ACCEPTANCE** Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: 20760

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Attachment: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -



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.

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.

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Attachment: 5-4-21 - TRANE HVAC AND HUMIDIFICATION AIR SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (092-21 : Purchase -

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.**

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:

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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 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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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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OMNIA Partners Elevates Your Purchasing Power

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

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RESOLUTION NO. 093-21

Request Refund of Occupational Fees Paid in Error - Sawyer Stephens.

RESOLUTION NO. _____

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

1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.

2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of $1,232.53 can be printed payable to Sawyer Stephens, 2402 Greenbriar Street Opelika, AL 36801, for Occupational License Fees paid in error from 2020.

3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.

4) That a copy of the Purchasing-Revenue Manager's recommendation is here to attached as Exhibit "A".

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

RESOLUTION NO. 094-21

Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND JOHN RANDALL WILSON, ARCHITECT, FOR ENVIRONMENTAL SERVICES FACILITY PROJECT

WHEREAS, the City of Opelika, Alabama, (the "City") intends to design and build a new Environmental Services Facility (the "Project"); and

WHEREAS, the City wishes to retain John Randall Wilson, Architect ("Wilson"), to provide architectural, consulting and related services in connection with the Project; and

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

WHEREAS, a proposed agreement (AIA Document B104-2017) for professional services between the City and Wilson (the "Agreement") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement for Architectural Services to be entered into between the City and John Randall Wilson, Architect, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in

the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

3. That Wilson shall be compensated for its services as architect in accordance with the provisions of Article 11 of the Agreement. The funds for said services shall come from the Opelika Environmental Services Enterprise Fund.

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

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

ATTACHMENT 'A'

To the Owner and Architect Agreement dated March 12, 2021

Owner: City of Opelika, AL, a municipal corporation
Project: Opelika Environmental Services

Project Description:

1. Building and Site Design and Construction Documents for a New Opelika Environmental Services location to include:

A. Single Story, Approximately 6,400 S.F. Office and Approximately 25,000 S.F. Storage Sheds for Vehicles, Machinery and Equipment.
B. Site design for equipment movement and storage and reconfiguring public recycling drop-off.
B. Office visitor parking and public recycling drop-off to be accessed from Jeter Avenue.
C. Site engineering shall include coordination of site elements per Owner program, including coordination with Owner's surrounding developments.
Owner to procure and provide design team with deeded and recorded lot or specified lot parameters with-in existing parcel.

Article 1 Initial Information

1.1 Terry White, Director- Environmental Services is Owner's representative with authority of the Owner. Randy Wilson is the Architect's representative with authority of the Architect.
Architect shall provide Professional Engineering Services for Civil, Structural, Mechanical (HVAC and Plumbing) and Electrical Engineering of the project under Basic Services. Consultants to be determined and shall receive approval of the Owner before commencing work.
Basic Services shall include Professional Landscape Architect for site planting and irrigation design.

Article 2 Architect's Responsibilities

2.2 Architect shall provide the following Insurance policies and limits for the duration of the Agreement:

1. Errors and Omission insurance- Each Claim / Aggregate Limit = $1 Million / $2 Million.
2. Commercial General Liability for property damage and bodily injury- Each Claim / Aggregate Limit = $1 Million / $2 Million.
3. Automobile Liability for property damage and bodily injury- Each Claim = $1 Million .

2.3 Additional Insured obligations. To the fullest extent permitted by law, the Architect shall cause the policies for Professional Liability, Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions.

2.4 Certificates of Insurance. The Architect shall provide Certificates of Insurance as evidence of compliance with Article 2

Article 3 Scope of Architect's Basic Services

3.1 Architect shall include Civil Engineering, Project Planning and Final Programming, Site Planning and Landscape Design, Structural Engineering, Mechanical, Plumbing and Electrical Engineering, Lighting Design, Schematic Cost Estimating and Construction Administration in Basic Services.

3.2.3 Architect shall provide Owner with (only general) estimates for Cost of the Work. Architect is not responsible for providing Professional detailed Cost of the Work estimates. Architect will coordinate with Owner's independent consultant as needed to establish detailed Cost of the Work estimates.

Owner Initials_____ Architect Initials_____

Attachment: Attachment A (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

ATTACHMENT 'A'

To the Owner and Architect Agreement dated March 12, 2021

Owner: City of Opelika, AL, a municipal corporation
Project: Opelika Environmental Services

3.4.6 Architect shall provide a punch list of items requiring additional work at substantial completion and provide Owner with recommended balance of retainage until completion and acceptance of punch items

Article 4 Supplemental and Additional Services

4.1 All design work not specifically detailed in this agreement shall be Supplemental and Additional Services. Changing the building design after the start of Construction Documents is Additional Services. Major building and site re-design for Value-Engineering or any other purposes shall be Additional Services.

Article 7 Copyrights and Licenses

7.3 The Owner's nonexclusive license to use the Instruments of Service as relating soley to this project shall be royalty-free, irrevocable and transferable.

Article 8 Claims and Disputes

8.1.3 This Section (8.1.3) is Deleted from this Agreement.

8.2.3 Litigation shall be in the Circuit Court of Lee County, Alabama, unless subject matter is one of exclusive jurisdiction of the United States Federal Court.

Article 11 Compensation

11.1 Professional Services fees will be calculated as a percentage of construction costs and be in accordance with the Alabama Building Commission's fee rate schedules for Architects and Engineers, published by the State of Alabama – see Attachment 'B'. Construction costs shall be defined as the lowest initial bid by a licensed General Contractor and before any value-engineering of all work represented on the construction documents used for bidding.

11.3 Additional Services shall be per hourly rates:

Architect- $200/Hr.
Draftsman- $65/Hr.
Clerical $45/Hr.

11.4 All Supplemental and Additional Services from Consulting Engineering and Reimbursable Expenses shall be billed at direct cost to Architect with no mark-up = (1.0 multiplier)

11.8.1 Additional Reimbursable Expenses shall include;

.12 Land and utility surveys
.13 Geotechnical Reports (Subsurface soils investigations)
.14 Toxic materials or conditions surveys
.15 ADEM Permitting and Rain event testing and reporting
.16 Materials Testing

Attachment: Attachment A (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

Owner Initials_____ Architect Initials_____

ATTACHMENT 'A'

To the Owner and Architect Agreement dated March 12, 2021

Owner: City of Opelika, AL, a municipal corporation
Project: Opelika Environmental Services

Article 12 Special Terms and Conditions

12.1 The Architect hereby agrees to the extent permitted by law, to defend, indemnify and hold harmless the Owner and it's officials, employees and representatives against and from any claims, suits and/or actions of any type by third parties, including without limitation, claims for loss of or damage to property, personal or bodily injury, including death and claims for losses of any type and for all judgments or decrees recovered therefor and for all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney's fees, which result or arise from a breach of the standard of care or willful misconduct of the Architect and his subcontractors incident to the performance of the professional services under this Agreement by the Architect or related to the Project documents. The Architect shall promptly correct or remedy any defects or problems caused by or related to any of the above, to the extent possible, at no cost to the Owner.

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

Attachment: Attachment A (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

Owner Initials_____ Architect Initials_____

ATTACHMENT 'B'

Owner Initials_____ Architect Initials_____

B. SCHEDULE OF BASIC FEE RATES

COST OF THE WORK	FEE IN PERCENTAGE				
	BUILDING GROUP ↓				
	I	II	III	IV	V
Up to $100,000	8.0	9.0	10.0	11.0	12.0
100,001 to 200,000	7.0	8.0	9.0	10.	11.0
200,001 to 300,000	6.0	7.0	8.	9.0	10.0
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7
600,001 to 700,000	5.6	6.6	7.6	8.6	9.6
700,001 to 800,000	5.5	6.5	7.5	8.5	9.5
800,001 to 900,000	5.4	6.4	7.4	8.4	9.4
900,001 to 1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001 to 1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001 to 1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001 to 1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001 to 2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001 to 2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001 to 3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001 to 3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001 to 4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001 to 5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001 to 6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001 to 8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001 to 10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001 to 12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001 to 14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001 to 16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001 to 18,000,000	3.7	4.7	5.7	6.7	7.7

Alabama Building Commission Architectural Service Fee Structure

Attachment: Attachment B (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

18,000,001 to 20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001 to 22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001 to 24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001 to 27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001 to 30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001 to 33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001 to 36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001 to 39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001 to 42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001 to 46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001 to 50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001 to and over	2.5	3.5	4.5	5.5	6.5

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Attachment: Attachment B (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the TWELFTH (12) day of MARCH
in the year TWO THOUSAND TWENTY ONE (2021)
(In words, indicate day, month and year.)

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

THE CITY OF OPELIKA, AL; A MUNICIPAL CORP.
204 SOUTH 7TH STREET
OPELIKA, AL 36801

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

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

JOHN RANDALL WILSON, ARCHITECT
900 JANET DRIVE
AUBURN, AL 36830

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

SEE ATTACHMENT A

The Owner and Architect agree as follows.

Attachment: Agreement (094-21 : Agreement with John Randall Wilson, Architect, for Environmental Services Facility Project.)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

SEE ATTACHMENT 'A'

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

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

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

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

SEE ATTACHMENT 11 A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 Design Phase Services

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

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§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

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Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

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

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.
(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

SEE ATTACHMENT 'A' & ARTICLE 11.7

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services AS NEEDED - NO LIMIT visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within THIRTY SIX (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

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

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NONE

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

NONE

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis IN ACCORDANCE WITH THE ALABAMA BUILDING COMMISSION FEE RATES
(Insert percentage value)

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

SEE ATTACHMENT 'B' 'SCHEDULE OF BASIC FEE RATE

.3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

DIRECT COST TO ARCHITECT OR PER ARTICLE 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

DIRECT COST TO ARCHITECT OR PER ARTICLE 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus NONE percent (Ø %), or as follows:

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

Design Phase	TWENTY FNE	percent (	25	%)
Construction Documents Phase	SIXTY	percent (	60	%)
Construction Phase	FIFTEEN	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

Employee or Category	Rate
ARCHITECT	$200/HR.
DRAFTSMAN	$ 65/HR.
CLERICAL	$ 45/HR

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus NONE percent (ϕ %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of NONE ($ ϕ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid SIXTY (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

SEE ATTACHMENT 'A'

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

ATTACHMENTS 'A' & 'B'

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

NONE

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*

JOHN RANDALL WILSON

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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RESOLUTION NO. 095-21

Agreement for Super 7 Football Championship Games - ED.

RESOLUTION NO. _____

RESOLUTION APPROVING SUPER 7 FOOTBALL CHAMPIONSHIP AGREEMENT BY AND AMONG THE ALABAMA HIGH SCHOOL ATHLETIC ASSOCIATION, AUBURN-OPELIKA TOURISM BUREAU, THE CITY OF AUBURN

AND THE CITY OF OPELIKA

WHEREAS, the Alabama High School Athletic Association (hereinafter referred to as "AHSAA") sought and received offers from various cities and entities interested in hosting the Alabama High School Athletic Association ("AHSAA") Super 7 football championships; and

WHEREAS, Auburn-Opelika Tourism Bureau (hereinafter referred to as "AOTB"), the City of Auburn (hereinafter referred to as "Auburn") and the City of Opelika (hereinafter referred to as "Opelika" or the "City") have made certain offers to AHSAA to cause the AHSAA Super 7 state football championship games to be held in Jordan-Hare Stadium in Auburn, Alabama; and

WHEREAS, AOTB, Auburn and Opelika desire to host the AHSAA Super 7 state championship football games in 2022, 2026, 2028 and 2032; and

WHEREAS, a proposed AHSAA Super 7 Football Championship Game Agreement (hereinafter the "Agreement") by and among AHSAA, AOTB, Auburn and Opelika has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the Agreement will bring the best fourteen high school football teams to

Auburn University's Jordan Hare Stadium to face off for the championship title in their respective divisions; and

WHEREAS, it is estimated that the 2022 Super 7 event will bring over $2,000,000 into the greater Auburn-Opelika economy; and

WHEREAS, in order to induce the AHSAA to enter into said Agreement, the City has agreed to provide financial support to the AHSAA in the following amounts with each payment by the City paid directly to AHSAA as follows:

Year	Date of Payment (no later than)	Amount
2022	October 1, 2022	$62,500
2026	October 1, 2026	$62,500
2028	October 1, 2028	$62,500
2032	October 1, 2032	$62,500

; and

WHEREAS, the City Council has determined and hereby declares that a public purpose is served by said $62,500 annual appropriations to AHSAA, i.e. the promotion of tourism in the City of Opelika.

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

1. That the proposed Super 7 Football Championship Game Agreement to be entered into by and among AHSAA, AOTB, Auburn and Opelika, a copy of which is attached hereto and marked Exhibit "A", be and the same 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 for the purpose of sponsoring the Super 7 Alabama High School Athletic Association's State Football Championships in Auburn, Alabama, the City does hereby appropriate the following amounts to the AHSAA:

Date of Payment	Amount
October 1, 2022	$62,500
October 1, 2026	$62,500
October 1, 2028	$62,500
October 1, 2032	$62,500

Said amounts shall be paid from the Economic Development Department's Budget.

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

or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

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: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

THE ALABAMA HIGH SCHOOL ATHLETIC ASSOCIATION
SUPER 7 FOOTBALL CHAMPIONSHIPS GAME
AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of May, 2021 by and between the Alabama High School Athletic Association, an Alabama non-profit corporation (hereinafter **"AHSAA");** Auburn Opelika Tourism, a convention and visitors bureau located in Lee County, Alabama (hereinafter **"AOT");** the City of Auburn, AL, a municipal corporation located in Lee County, Alabama (hereinafter **"Auburn");** and the City of Opelika, AL (hereinafter **"Opelika")**, a municipal corporation located in Lee County, Alabama.

WHEREAS, AHSAA sought and received proposals and offers from various cities and entities interested in hosting the AHSAA Super 7 Football Championships (hereinafter "Championships");

WHEREAS, AOT, Auburn, Opelika, and various corporations and entities located in or with offices in and around the Cities of Auburn and Opelika including the Auburn University Department of Athletics (hereinafter "**Athletics**") desire to cause the Championships to be held in Jordan Hare Stadium in Auburn, Alabama; and

WHEREAS, AOT, Auburn, and Opelika have made certain offers to the AHSAA regarding the terms and conditions under which they would propose that the Championships be held in Auburn and Opelika, Alabama; and

WHEREAS, the AHSAA, AOT, Auburn, and Opelika desire to enter into an agreement under the terms of which the Championships will be held in Jordan Hare Stadium in Auburn, Alabama and desire to memorialize and reduce to writing the terms of their agreement.

NOW, THEREFORE, for and in consideration of the respective covenants hereunder, the AHSAA, AOT, Auburn, and Opelika agree as follows:

1. **Super 7, Location, and Name of the Championships.** The AHSAA will cause fourteen (14) member schools to play the AHSAA Super 7 Championships to determine the state football champion in each Alabama school classification for the term set forth in this agreement at Jordan Hare Stadium in Auburn, Alabama. The fourteen (14) teams designated to play in the games will be selected by the AHSAA in accordance with its rules and regulations. The name of the Championships will be "The Alabama High School Athletic Association Super 7 Football Championships". In no event will AOT, Auburn or Opelika or any other entity be entitled to refer to or authorize or license any person, firm or corporation to use the name of the Championships or to associate the name of the Championships without the express written consent of the AHSAA. AOT, Auburn, and Opelika may use the name of the Championships in their marketing efforts on behalf of the Championships with written approval from the AHSAA.

2. **Term.** This agreement will be for the 2022, 2026, 2028 and 2032 football seasons.

At the conclusion of the 2026 Championships, AHSAA, AOT, Auburn, and Opelika agree to evaluate the terms of the agreement for the 2028 and 2032 Championships and this agreement may be terminated by AHSAA or AOT, Auburn, and Opelika on at least thirty (30) days written notice to all parties no later than June 1, 2027 as outlined in Section 15 herein.

3. **Date and Time of the Championships.** The schedule and dates for the Championships are attached herewith in Exhibit A. The AHSAA reserves the right to alter the Super 7 format, game times, and/or its classification structure in order to best serve the needs of the AHSAA, its member schools, and administration of football as a part of its overall athletics program. For each year the Championships are played at Jordan Hare Stadium, AHSAA will set the times of the Championships and select the day and time each participating team plays at AHSAA's discretion. In the event the Championships format is altered during the term of this agreement, AHSAA, AOT, Auburn, and Opelika shall negotiate in good faith any adjustments to the lease of Jordan-Hare Stadium outlined in Section 4 and financial support amount(s) outlined in Section 8 herein to fairly reflect the adjustment of the Championships.

4. **Lease of Jordan Hare Stadium.** AOT agrees to make and enter a lease ("Permissive Use Agreement") with Athletics on behalf of Auburn University (hereinafter "University") for the full and exclusive use of the facility known as Jordan Hare Stadium (consisting of Jordan Hare Stadium and adjacent parking areas under the control of either Athletics, University, or Auburn) for the Championships on terms and conditions set forth in the permissive use agreement marked as Exhibit B attached hereto. Upon completion of the Championships, AHSAA shall reimburse AOT for documented payments made to Athletics or other vendors as necessary for all eligible stadium rental, stadium personnel, stadium and parking operations, and set-up and clean-up charges outlined in Section 5 herein or the permissive use agreement for the total amount of ninety-five thousand dollars ($95,000.00) each year during the Term of this Agreement. AOT, Auburn, and Opelika will not be responsible for any additional charges Athletics or the University may charge in excess of ninety-five thousand dollars ($95,000.00) in any year during the term of this agreement. Further, should Athletics or University fail to meet the terms of their agreement with AHSAA, neither AOT, Auburn, nor Opelika will be subject to any monetary liabilities resulting from Athletics' or University's actions or noncompliance.

5. **AOT to Provide to the AHSAA.** For each Championship Game during the Term, as an inducement to the AHSAA to locate the Championships in Auburn and Opelika, AOT will provide the following to AHSAA and its member schools participating in the Championships:

(a) Jordan Hare Stadium. AHSAA will have the full and exclusive use of Jordan Hare Stadium (consisting of Jordan Hare Stadium and certain parking areas under the control of either Athletics, the University or Auburn), on terms and conditions set forth in Section 4 herein and as set forth in the permissive use agreement between Athletics and AOT specified in Section 4 herein and attached as Exhibit B.

(b) Stadium Access/Credentials. Pursuant to Section 4 herein and Exhibit B, AHSAA, AOT, Auburn, Opelika, Athletics, the University and their respective officers, agents and employees engaged in the operation, promotion and/or production of the Championships or

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

their official duties, will have the right to enter upon and to have free access to the premises at any and all times, so long as said employees, officers, agents receive and/or possess proper credentials approved by AHSAA. All media credentials, game management credentials and all hospitality passes shall be under the exclusive control of and distributed by AHSAA.

(c) Trainers, First Aid and Medical Services, Medical Personnel and Ambulances. Pursuant to Section 4 herein and in addition to services outlined by Athletics in Exhibit B, AOT will supplement the on-field student-athlete athletic training services provided by AHSAA and will provide on-site ambulance service. On-site orthopedic services will be provided according to the agreement between The Orthopedic Clinic and AHSAA.

(d) Security, Fire, Police, Event Staff, Health and Safety. Pursuant to Section 4 herein and in addition to services outlined by Athletics in Exhibit B, AOT, Auburn, and Opelika will supplement the Security and Event Staff services provided by Athletics outlined in Exhibit B with Fire, Police, and Health and Safety personnel and equipment necessary for routine safety, crowd control and emergency management during the Championships. AOT, Auburn, Opelika, Athletics, and University officials will present the security and emergency plans to the AHSAA for approval at least one month prior to the Championships and must employ the same safety and security standards, equipment, and resources including advanced screening (metal detectors) utilized for Auburn University home football games.

(e) Game Operations Staff. Pursuant to Section 4 herein and in addition to services outlined by Athletics in Exhibit B, AOT will provide Game operations personnel including the public address (PA) announcer, media (internal press box) announcer, scoreboard operator(s), and statistics reporting personnel and equipment for the Championships.

(f) Volunteers and Stadium Operational Staff. Pursuant to Section 4 herein and in addition to services outlined by Athletics in Exhibit B, AOT will provide any necessary volunteers, volunteer uniforms/vests, and stadium operational staff for the Championships including without limitation, ticket sellers, ticket takers, will-call window workers, spotters, and required personnel not provided by Athletics in Exhibit B for Championships.

(g) Kickoff Luncheon. On Wednesday afternoon prior to the Championships, AOT will provide a Kickoff Luncheon in the Tiger Walk Club hospitality area with a VIP guest speaker for up to one hundred (100) people.

(h) AHSAA Coaches Breakfast. AOT will work with local organizations and provide space for a Coaches Breakfast in the Tiger Walk Club hospitality area during the Championships.

(i) Media/Hospitality Food. AOT will provide complimentary food for working media, working game officials, AHSAA coaches on suite level, and those guests utilizing the President's suite. AOT will purchase any and all food for the Championships according

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

to University, Athletics, and Jordan-Hare Stadium rules and regulations.

6. **AHSAA To Provide For Championships.** AHSAA will be responsible for providing the following items for the Championships:

(a) AHSAA staff members and third-party event managers to work in conjunction with University officials to oversee and conduct operations of the Championships.

(b) Game officials, game and play clock operators, chains crew, and officials coordinators

(c) Trophies and awards

(d) Championship game balls

(e) Certified athletic training staff to oversee coverage of the student-athletes

(f) Temporary event and directional printed signage for the Championship

(g) Game scripts and timelines including award ceremony scripts

(h) AHSAA will make arrangements for a local hotel to serve as the AHSAA Host Hotel for the Championships.

(i) In exchange for financial support outlined in Section 8 herein, AHSAA will provide, at no charge, to AOT, Auburn, and Opelika a cumulative total of fifty (50) tickets per game of the Championships and the use of three (3) total skyboxes on the east side of Jordan Hare Stadium per game to use at their discretion. Should either Auburn High School or Opelika High School or Lee County schools participate in the finals, ticket allocation will increase to one hundred fifty (150) for that individual game.

7. **Tickets.** AHSAA shall use AHSAA ticketing vendor(s) to sell Championship tickets online and during the Championships at Jordan Hare Stadium.

8. **Financials.**

(a) Auburn and Opelika agree to provide financial support to the Championships with one payment made through AOT to the AHSAA as follows:

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

Year	Amount	Payment due no later than:
2022	AOT $75,000	due November 30, 2022
	Auburn $62,500	
	Opelika $62,500	
2026	AOT $75,000	due November 30, 2026
	Auburn $62,500	
	Opelika $62,500	
2028	AOT $75,000	due November 30, 2028
	Auburn $62,500	
	Opelika $62,500	
2032	AOT $75,000	due November 30, 2032
	Auburn $62,500	
	Opelika $62,500	

a. AHSAA will reimburse AOT up to ninety-five thousand dollars ($95,000.00) as indicated herein in Section 4 charged by Athletics or the University for the Championships per terms and conditions set forth in the permissive use agreement marked as Exhibit B or other services outlined in Section 5 each year during the Term of this Agreement. AHSAA shall negotiate in good faith and agree in writing to be the responsible party for any additional charges Athletics or the University may charge in excess of ninety-five thousand dollars ($95,000.00) in any year during the term of this agreement.

b. At the conclusion of the 2026 Championships, AHSAA, Auburn, Opelika, and AOT agree to evaluate the rental payment amount(s) and financial support amount(s) outlined in Section 8 herein for the 2028 and 2032 Championships. Any adjustments made to the rental payment amount(s) and financial support amount(s) will be mutually agreed upon in writing by all parties.

c. Should any party herein default, this Agreement will be null and void for any and all remaining years and will be renegotiated for any future events.

9. Insurance. AOT and AHSAA shall maintain in effect at all times during the Term of this Agreement, commercial general liability insurance in the amount of $2 million for injury or death to one person, $2 million for injury or death to more than one person and $2 million for property damage. A minimum of forty-eight (48) hours prior to commencement of the Championships, each party will provide a certificate of

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

insurance to the other party evidencing the foregoing. Each such policy shall name each party as an additional insured. No material change, reduction, cancellation or non-renewal of a party's policy shall become effective until thirty (30) days from the date written notice thereof is actually received by each party. Any additional insurance required by the University will be the responsibility of the AOT.

10. Indemnification. To the extent authorized by the Constitution and laws of the State of Alabama, AOT, Auburn, Opelika and AHSAA each agree to indemnify and hold the other parties, their officers, directors, agents and employees, harmless from and against any and all claims, suits, damages, causes of action, liability , cost or expense (including attorneys' fees), arising from or in connection with, or caused by the intentional or negligent acts or omissions of the indemnifying party or its agents and employees pertaining to the activities to be carried out pursuant to the obligations of this agreement.

11. Force Majeure. No party shall be responsible for any performance under this Agreement when prevented from doing so by an act of God, war, terrorism, riot, catastrophe, weather phenomenon, epidemic, pandemic, quarantine or any other legitimate condition that is unforeseeable and beyond the reasonable control of a party. If such acts or conditions occur, no party shall be liable for any damage which the other party may suffer; provided, however, that all parties hereby agree to use reasonable efforts to reschedule the use of the Stadium for the Championships at a time mutually agreeable by AHSAA, Athletics, and the University.

12. Assignment. No party shall assign or sublease this Agreement without the prior written consent of each party, which consent shall not be unreasonably withheld.

13. Governing Law. This Agreement and any modifications thereto shall be governed, construed and enforced under the laws of the State of Alabama.

14. Entire Agreement; Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment or modification of or supplement to this Agreement shall be valid or effective unless the same in writing and signed by the party against whom it is sought to be enforced.

15. Notice. Notice by any party hereunder shall be deemed given when (a) hand delivered, (b) mailed, postage prepaid, certified or registered, return receipt requested, or (c) sent by guaranteed twenty-four (24) hour delivery service, addressed to the other party at the addresses set forth below; provided that either party may, by written notice to the other party as set forth herein, change the address to which any such notice shall be sent.

If to AHSAA,
Alabama High School Athletic Association

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

P.O. BOX 242367
Montgomery, AL 36124-2367

If to AOT,
Auburn Opelika Tourism
714 East Glenn Avenue
Auburn, AL 36830

If to AUBURN,
City of Auburn
City Hall
144 Tichenor Avenue, Suite 1
Auburn, AL 36830

If to OPELIKA,
City of Opelika
P.O. BOX 390
Opelika, AL 36803

Executed by the parties the date first above written

AHSAA:

Alabama High School Athletic Association
By: _____
Name: _____
Its: _____

AOT:

Auburn Opelika Tourism Bureau
By: _____
Name: _____
Its: _____

AUBURN:

City of Auburn, Alabama
By: _____
Name: _____
Its: _____

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

OPELIKA:

City of Opelika, Alabama
By: _____
Name: _____
Its: _____

EXHIBIT A

SUPER 7 FOOTBALL CHAMPIONSHIPS GAME SCHEDULE*

**Subject to Change*

2022 SEASON

Wednesday – November 30, 2022 – Unified (3:30PM) and 7A (7PM)
Thursday – December 1, 2022 – 3A (11AM), 1A (3PM), 5A (7PM)
Friday – December 2, 2022 – 4A (11AM), 2A (3PM), 6A (7PM)

2026 SEASON

Wednesday – December 2, 2026 – Unified (3:30PM) and 7A (7PM)
Thursday – December 3, 2026 – 3A (11AM), 1A (3PM), 5A (7PM)
Friday – December 4, 2026 – 4A (11AM), 2A (3PM), 6A (7PM)

2028 SEASON

Wednesday – December 6, 2028 – Unified (3:30PM) and 7A (7PM)
Thursday – December 7, 2028 – 3A (11AM), 1A (3PM), 5A (7PM)
Friday – December 8, 2028 – 4A (11AM), 2A (3PM), 6A (7PM)

2032 SEASON

Wednesday – December 1, 2032 – Unified (3:30PM) and 7A (7PM)
Thursday – December 2, 2032 – 3A (11AM), 1A (3PM), 5A (7PM)
Friday – December 3, 2032 – 4A (11AM), 2A (3PM), 6A (7PM)

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

EXHIBIT B

JORDAN HARE STADIUM LEASE FOR 2022, 2026, 2028, 2032

DRAFT SENT TO JOHN WILD AND JEREMY ROBERTS 3.22.21

Attachment: 2021-2032 Super 7 Agreement Auburn and Opelika 4.19.21 TWO (095-21 : Agreement for Super 7 Football Championship Games -

RESOLUTION NO. 096-21

Approve Extension of Tax Abatement of Sales and Use Taxes for Jo-Ann Stores, LLC - ED.

RESOLUTION NO. _____

RESOLUTION APPROVING EXTENSION OF TAX ABATEMENT

OF SALES AND USE TAXES FOR JO-ANN STORES, LLC

WHEREAS, on January 2, 2019, pursuant to Resolution No. 005-19, the City Council of the City of Opelika, Alabama (the "City Council") approved the application of Jo-Ann Stores, LLC (the "Company"), for the abatement of (1) all state and local non-educational ad valorem property taxes for a period of ten (10) years and (2) all construction-related transaction (sales and use) taxes for a major addition to its facility located at 3101 Anderson Road, Opelika, Alabama (the "Project"); and

WHEREAS, the City Council also approved the application of the Company for a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years; and

WHEREAS, the Project was estimated to be placed in service by January 31, 2021; and

WHEREAS, the Alabama Department of Revenue heretofore extended the project completion date from January 31, 2021 to October 31, 2021; and

WHEREAS, any extension of the project completion date past January 31, 2021 requires written approval from the granting authority, City of Opelika; and

WHEREAS, the Project has taken longer to complete than anticipated due to delays in the delivery of new manufacturing machinery and equipment to be installed in the Facility caused by the Coronavirus (COVID-19) pandemic; and

WHEREAS, the Company has requested a time extension to October 31, 2021 to place the Project in service; and

WHEREAS, for good and sufficient cause, the City Council finds and determines that the City should grant the Company's time extension request.

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

1. That the placed-in-service date for the Project is hereby extended to October 31, 2021.

2. That the Mayor and the City Clerk are hereby authorized and directed to execute such documents and agreements as may be necessary to extend the time period as provided in paragraph 1 above.

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 caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, or other instruments or other communications under the seal of the City, or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this resolution.

4. That a copy of this resolution shall be forward to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue.

5. That this resolution shall take effect upon 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

RESOLUTION NO. 097-21

Approve Jo-Ann Stores, LLC Tax Abatements and Exemptions - ED.

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND EXEMPTIONS FOR JO-ANN STORES, LLC

WHEREAS, Jo-Ann Stores, LLC (the "Company") operates an industrial facility ("the Facility") located at 3101 Anderson Road within the corporate limits of the City of Opelika (the "City"); and

WHEREAS, the Company has announced a major addition to its existing Facility; and

WHEREAS, the Company has announced plans to purchase, acquire, and install approximately $5,789,000.00 worth of new manufacturing machinery, equipment, and other new personal property (the "Project") in its existing Facility located within the corporate limits of the City of Opelika; and

WHEREAS, the Project (the purchase, acquisition and installation of new manufacturing machinery, equipment, and other new personal property) is estimated to be placed in service by January 31, 2024; and

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

WHEREAS, the Company's NAICS Code 493110 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(a)(10)(a)(1), *Code of Alabama,* as

amended; and

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

WHEREAS, the Company has requested that the abatement of state and local property taxes be extended for a period of ten (10) years in accordance with the Act; and

WHEREAS, pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes (property taxes) for the project for a period of fifteen (15) years; and

WHEREAS, the City has considered the request of the Company and the completed application form CO-CAA (copy attached) filed with the Granting Authority by the Company in connection with its request; and

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

WHEREAS, the Project will involve a capital investment of approximately five million seven hundred and eighty-nine thousand dollars ($5,789,000.00); and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of

such Agreement are acceptable to the City in principle; and

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

WHEREAS, the City represents and warrants to the Company that it has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement; and

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the installation of said new machinery, equipment, and other new personal property.

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

1. Approval is hereby given to application of the Company and abatement is hereby granted of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction related transactions (sales and use) taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education. The period of abatement for the noneducational property taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)(12) of the Act.

2. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem taxes (property taxes) for a period of fifteen (15) years.

3. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 1 and 2 shall not exceed the maximum abatement allowed by state law.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

5. A certified copy of this resolution, with Application and Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

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

7. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing resolution.

8. This resolution shall take effect upon 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

RESOLUTION NO. 098-21

Approve MOU between City of Opelika and U.S. Army Garrison, Fort Benning for Career Skills Program (CSP) Partnership - ED.

RESOLUTION NO. _____

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF OPELIKA AND U.S. ARMY GARRISON, FORT BENNING, GA FOR CAREER SKILLS PROGRAM (CSP) PARTNERSHIP (IM-W6CRAA-21-00X-MOU)

WHEREAS, U.S. Army Garrison, Fort Benning, Ga ("USAG Fort Benning") is seeking a partnership with the City of Opelika, Alabama, to provide a Career Skills Program ("CSP") to Soldiers authorized to attend training in accordance with DoD Instruction ("DoDI"), including Job Training, Employment Skills Training, Apprenticeships and Internships (JTEST-AI) for Eligible Service Members and CSP Army Regulations; and

WHEREAS, the City of Opelika (the "City") desires, with cooperation of USAG Fort Benning, to create a CSP to support service members and community training information for the various company training programs offered through the CSP; and

WHEREAS, the City and USAG Fort Benning have developed an excellent working relationship; and

WHEREAS, the City and USAG Fort Benning desire to formalize their relationship through a Memorandum of Understanding; and

WHEREAS, a proposed Memorandum of Understanding (the "MOU") be entered into between the City and USAG Fort Benning 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 MOU.

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

1. That the proposed MOU to be entered into between the City and USAG Fort Benning, a copy of which is attached hereto as Exhibit "A", is hereby approved,

authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said MOU.

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

3. 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

RESOLUTION NO. 099-21

Approve Construction of Subdivision Sign in ROW, Wyndham Village Drive (West).

RESOLUTION NO. _____

RESOLUTION APPROVING RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT WITH EDGAR HUGHSTON BUILDER, INC.

WHEREAS, Wyndham Village Subdivision Phase 1 (hereinafter referred to as the "Subdivision") is a residential development located on Gateway Drive; and

WHEREAS, Edgar Hughston Builder, Inc., (hereinafter referred to as the "Licensee") is the record owner of the undeveloped lots in the Subdivision and is responsible for the management and maintenance of the common areas of the Subdivision; and

WHEREAS, the City of Opelika, Alabama (the "City") owns the rights-of-way of a divided two-lane West entrance road from Gateway Drive to the Subdivision designated "Wyndham Village Drive" ("the West Entrance Road"); and

WHEREAS, Licensee has requested permission from the City to use a portion of the right-of-way of the West Entrance Road to construct, erect and maintain a subdivision entrance sign, landscaping and related improvements; and

WHEREAS, a Right-Of-Way Encroachment Agreement (hereinafter referred to as the "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 License Agreement; and

WHEREAS, the City is willing to grant to Licensee a license to construct, erect, use and maintain the subdivision entrance sign, landscaping and related improvements within the right-

of-way of the West Entrance Road subject to the covenants and conditions contained in said License Agreement.

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

1. That the proposed Right-Of-Way Encroachment License Agreement to be entered into between the City, as Licensor, and Edgar Hughton Builder, Inc., as Licensee, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed.

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

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

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

_____

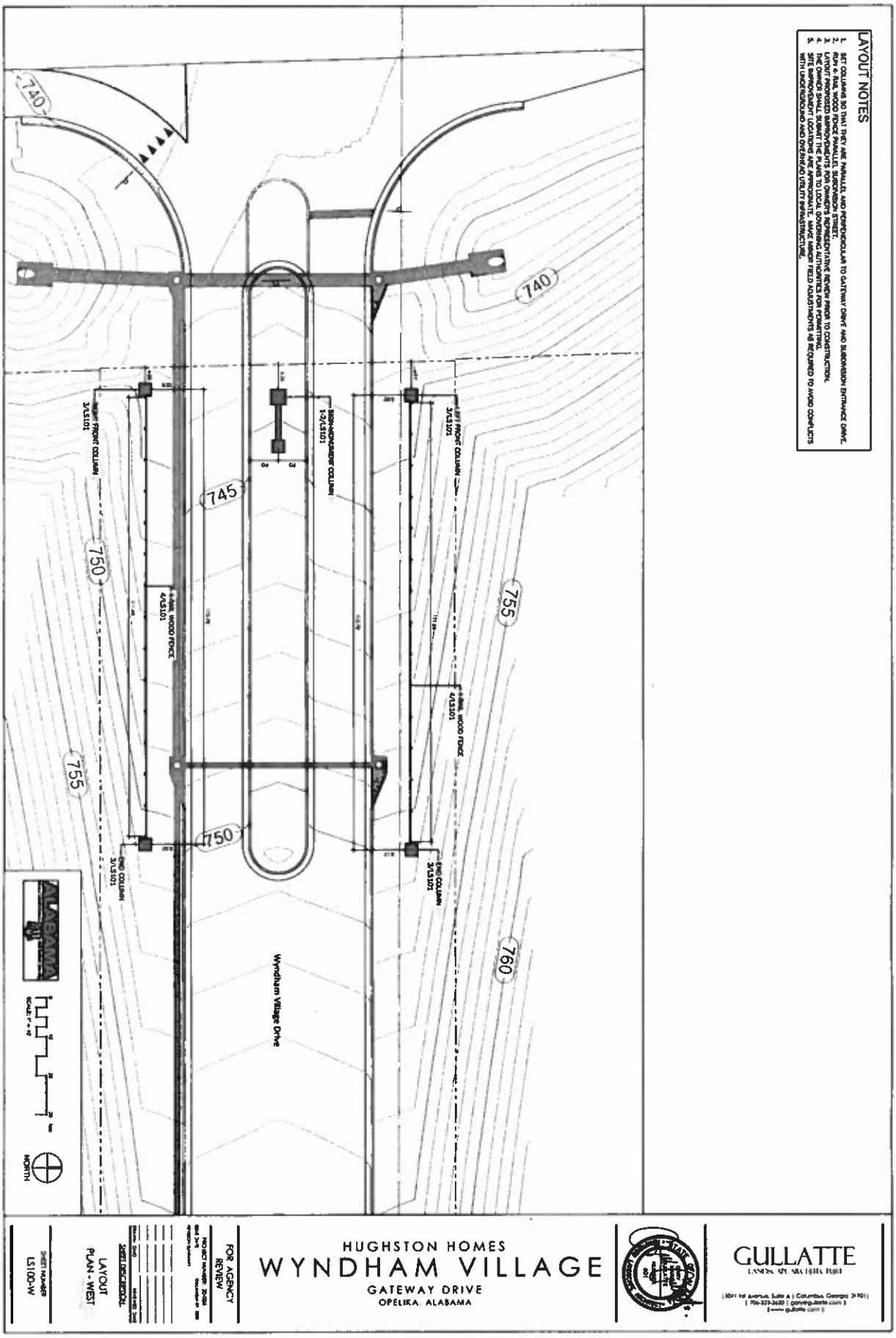
PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

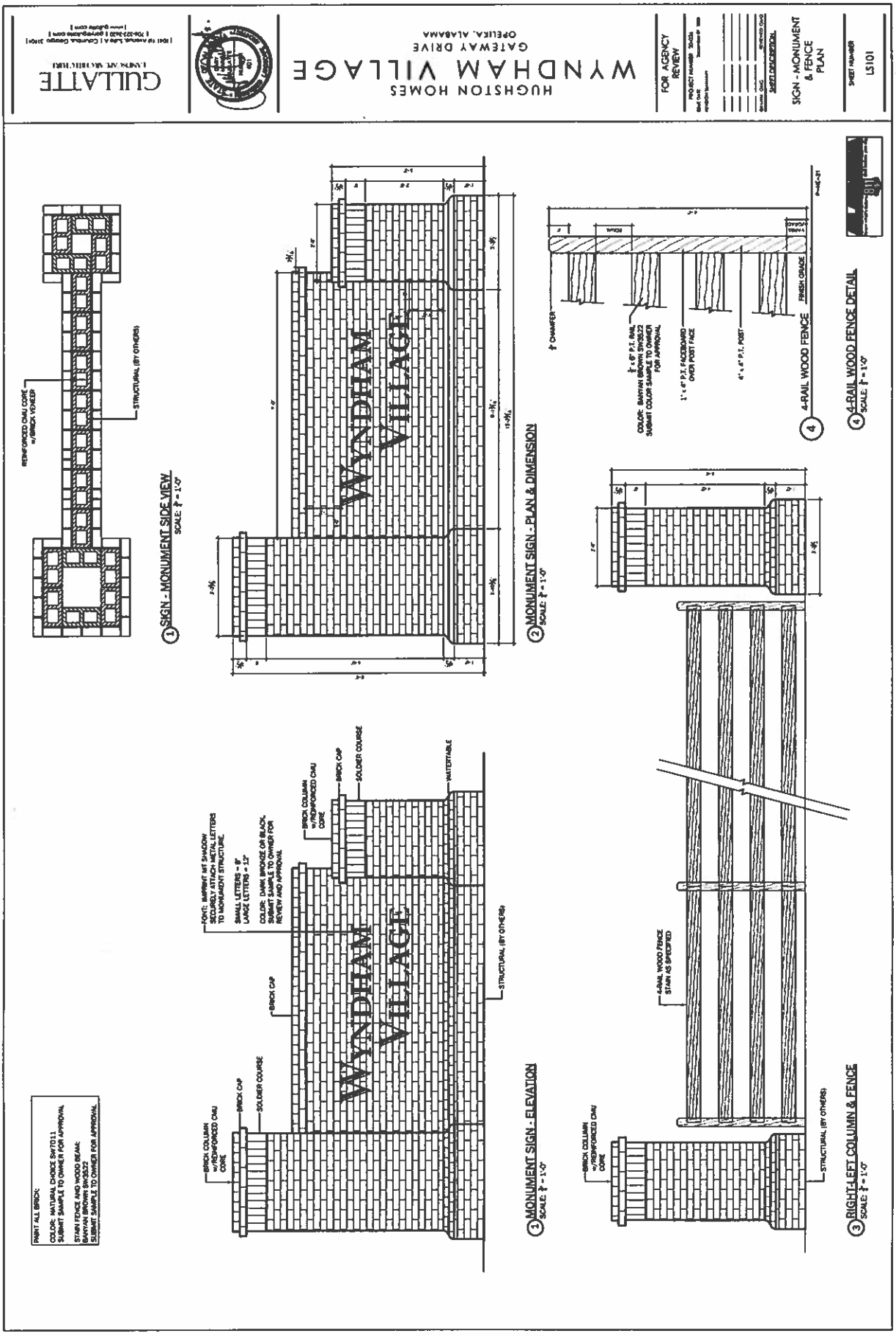
_____

CITY CLERK

EXHIBIT "A"



Attachment: Exhibit A - Edgar Hughston Builder, Inc. - Sign Location, Sign Plan (099-21 : Approve Construction of Subdivision Sign in ROW,



Attachment: Exhibit B - Edgar Hughston Builder, Inc. - Monument Sign, columns, fence (099-21 : Approve Construction of Subdivision Sign in

STATE OF ALABAMA
COUNTY OF LEE

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into at Opelika, Alabama this the _____ day of _____, 2021, by and between **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter the "City") and **EDGAR HUGHSTON BUILDER, INC.,** a Georgia corporation (hereinafter the "Licensee").

RECITALS:

WHEREAS, Wyndham Village Subdivision Phase 1 (hereinafter the "Subdivision") is a residential development located on Gateway Drive; and

WHEREAS, the Licensee is the record owner of the undeveloped lots in the Subdivision; and

WHEREAS, the City owns the right-of-way of a two-lane divided entrance road with a center median from Gateway Drive to the Subdivision designated "Wyndham Village Drive West" (hereinafter "the West Entrance Road"); and

WHEREAS, Licensee desires to use a portion of the right-of-way of the West Entrance Road (hereinafter referred to as the "Licensed Area") as more particularly described in Exhibit "A", attached hereto and incorporated by reference and made a part hereof to construct, erect and maintain a Subdivision entrance sign, landscaping and related improvements upon the Licensed Area; and

WHEREAS, the Subdivision entrance sign will consist of a painted brick veneer wall over a reinforced core. The overall length of the wall sign is 15 feet 2 inches. The wall sign is

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

composed of a 3'10" square column (north), a 9 foot wall and a 3'2" square end column (south), Each side of the sign has a 36 square foot area (8'x4.5') that contains 12 inch (capital) and 8 inch (smaller) letters attached to the sign face. On each right-of-way edge of the Entrance Road is a front and end column with a 112 foot 4-rail standard pressure treated fence. Each entrance will be landscaped with plant material approved by the City and irrigated. The Subdivision West entrance sign and related improvements are shown and described on Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the City has agreed to grant to Licensee a temporary and non-exclusive license and privilege to use the Licensed Area described above for the specific uses set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.

2. **Grant of License.** The City hereby grants to Licensee a temporary and non-exclusive license, privilege and permission to use the Licensed Area described above for the construction, erection and maintenance of a Subdivision West entrance sign, landscaping and related improvements. The City agrees that Licensee may construct, install, maintain and repair, at Licensee's expense, a Subdivision entrance sign, landscaping and related improvements as shown on Exhibits "A" and "B" attached hereto. No improvements shall be installed as to obstruct the field of vision of motorists or pedestrians along the West Entrance Road right-of-way and Gateway Drive. In all cases, sight distances shall meet the requirements set forth in the

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. Licensee agrees that no improvements shall be made except as depicted on Exhibit "A", Exhibit "B" or subsequent approved amendments thereto.

3. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. **Consideration.** The License and privilege granted by this Agreement is given to the Licensee as an accommodation to the Licensee without consideration.

5. **No Interest in Land.** The Licensee hereby acknowledges title of the City to the public right-of-way of the Entrance Road described above and agrees never to assail, resist or deny such title. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City right-of-way. The City retains legal possession of the full boundaries of its right-of-way, and this Agreement merely grants to Licensee a privilege and license to use the Licensed Area described above throughout the term of this Agreement. The City retains the right to use the Licensed Area in a manner not inconsistent with the rights herein granted to Licensee.

6. **No Vested Rights.** Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the Licensed Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the Licensed Area at Licensee own risk and peril.

7. **Maintenance.** As an important condition of the City's agreeing to this License, Licensee agrees that the Subdivision West entrance sign, landscaping and related improvements within the Licensed Area shall be maintained at all times in a safe, neat, sightly, and good

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

physical condition in accordance with all requirements of the City's ordinances and building codes. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the Subdivision West entrance sign, landscaping and related improvements within the Licensed Area in good condition and in compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the maintenance and, upon written notice from the City to Licensee stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee shall fail to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee covenants and agrees to reimburse the City its full cost and expense for such maintenance.

8. **Compliance With Law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Licensed Area and the Licensee's use thereof. Licensee agrees and warrants that it shall procure any licenses, permits or permission as required by law, if any, to conduct or engage in the use of the Licensed Area described herein. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

9. **Construction Activities.** Licensee shall comply with all laws pertaining to construction on public property and, notwithstanding the Licensee's indemnification of the City as set forth herein, no construction activity will unduly increase the City's liability to third parties at any time. Licensee is responsible for obtaining any necessary permits prior to performing any work on the Licensed Area. All work including, but not limited to excavations by Licensee on or within the Licensed Area and public right-of-way shall be properly safeguarded for the prevention of accidents and at all times during such work or at such other

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the Licensed Area or public right-of-way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours and take such other measures or precautions as the City shall reasonably direct.

10. **Utilities.** Licensee shall pay all charges for services or utilities furnished to the Licensed Area or used in connection with its use of the Licensed Area, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the City.

11. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the CITY, its officers, agents, servants, employees, boards and commissions from and against any and all claims, losses, damage or liability (including reasonable attorney's fees) whatsoever arising out of the use of the Licensed Area by the Licensee and the construction, erection and maintenance of the Subdivision entrance sign, landscaping and related improvements, including, but not limited to all claims, demands, damages and liabilities arising directly or indirectly from personal injury, including death and property damages caused by the construction, erection, use and maintenance of the Subdivision entrance sign, landscaping and related improvements. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such actions shall be defended by legal counsel of the City's choosing. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

12. **Access.** The City's employees and representatives shall have access to and across the Licensed Area at all times and, in the event of an emergency, at any time for inspection or repair of publicly owned utilities and structures and for fire and police department purposes.

13. **Security Measures.** Licensee hereby acknowledges that the City has no obligation whatsoever to provide security. Licensee assumes all responsibility for the security and protection of the Subdivision entrance sign, landscaping and related improvements within the Licensed Area.

14. **No Liens.** Licensee shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on or to the Licensed Area and for all materials furnished for or in connection with such work. Licensee shall keep the Licensed Area free from any mechanics' liens, vendor's liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

15. **Insurance.** The Licensee shall exercise the rights, privileges and permission granted herein at Licensee's own risk. Licensee agrees to maintain a general liability insurance policy having a minimum coverage of $2,000,000 and name the City as an additional insured for the purposes of this License.

16. **Termination.** This Agreement and the License herein granted to Licensee may be terminated by either party for any reason or no reason upon giving one hundred eighty (180) days written notice. In addition, this Agreement may be terminated by the City upon thirty (30) days written notice to Licensee of a breach of any term or condition of this Agreement.

17. **Removal of Encroachments upon Termination.** At such time as this Agreement and License herein granted to Licensee is terminated, Licensee shall remove, at the

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

Licensee's sole cost and expense, any and all encroachments or improvements on or maintained by Licensee in the City's right-of-way.

18. **Breach and Limitation of Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of Licensee relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable attorney's fees.

19. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:
Mayor
City of Opelika
P.O. Box 390
Opelika, AL 36803

To the Licensee:
Edgar Hughston Builder, Inc.,
8219 North Crossing Court
Fortson, GA 31808

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following the mailing. Notices personally delivered shall be deemed to have been given upon delivery.

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

20. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

21. **No Personal Liability.** No official, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

22. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

23. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Alabama. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License Agreement shall be in the Circuit Court of Lee County, Alabama.

24. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa.

25. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

27. **Binding Agreement on the Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

28. **Assignment.** This Agreement and the obligations herein may not be assigned without the express written consent of each of the parties hereto.

29. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

30. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties have hereunto have caused this Agreement to be executed as of this the _____ day of _____, 2021.

THE CITY OF OPELIKA, ALABAMA

By:_____
GARY FULLER, ITS MAYOR

ATTEST:

_____
CITY CLERK

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2021.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

EDGAR HUGHSTON BUILDER, INC.

By:_____
Its President

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as President of EDGAR HUGHSTON BUILDER, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2021.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Rght of way encroachment agreement Edgar Hughston Builder, Inc. West Entrance - 042021 (099-21 : Approve Construction of

RESOLUTION NO. 100-21

Annual MWPP Reports for East and West Sewer Treatment Plants.

RESOLUTION NO. _____

RESOLUTION APPROVING THE UPDATED MWPP ANNUAL REPORTS FOR THE EASTSIDE WASTEWATER TREATMENT PLANT AND THE WESTSIDE WASTEWATER TREATMENT PLANT

WHEREAS, the MWPP Annual Reports for the Eastside Wastewater Treatment Plant and the Westside Wastewater Treatment Plant have been reviewed and updated.

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

The City of Opelika (the "City") informs the Department of Environmental Management that the following actions were taken:

1. Reviewed the MWPP Annual Reports for the Eastside and Westside Wastewater Treatment Plants; copies of which said reports are attached hereto and made a part of this Resolution.

2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:

a) The City will currently be bidding an expansion of the Westside Facility.

b) The City is currently designing upgrades to several lift stations.

c) The City will be installing selected transmission lines.

d) The City used methods such as television inspections and smoke testing to repair and rehabilitate old lines.

3. That the City submit the 2021 Municipal Water Pollution Prevention Annual Reports for the City's two (2) wastewater treatment plants to the Alabama Department of Environmental Management.

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Opelika PLANT GRADE: III

PERMIT NUMBER: AL0059218

PLANT SUPERINTENDENT: Derrick Askew TEL. # 334-705-5475

SYSTEM MANAGER: Michael J. Hilyer TEL. # 334-705-5413

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Derrick Askew	III	C001492	9/30/2023
2.	Alvin Woods	III	C005313	11/30/2022
3.	Joe Adams	IV	C008055	6/30/2021
4.	Cole Gedig	II	C008055	4/30/2024
5.				
6.				
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.				
2.				
3.				
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	40	
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II	40	
GRADE III		
GRADE IV	40	
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS	40	

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	2.5	START TIME	7:00am
2ND			
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND							
3RD							

ADEM USE ONLY

	YES	NO
1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		
2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information
   - Permit Number: AL0059218
   - Name: City of Opelika Eastside WWTF
   - Street Address: 3010 Columbus Parkway, Opelika 36801
   - County: Lee
2. Facility Contact
   - Name: Michael J. Hilyer
   - Title: Public Works Director
   - Telephone: (334)705-5413
   - Permittee Name: City of Opelika
   - Mailing Address: P.O. Box 390
     Opelika, AL.36803

Facility Flow Information:

1. Facility Wastewater Treatment Capacity
   - Average Daily Flow: 1.44 MGD
   - Facility Design Capacity: 5.0 MGD
2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)
   - Average Domestic Septage: 0 gallons per month
   - Average Commercial Septage: 0 gallons per month
3. Method of Septage Processing
   - ☐ Mixed with Influent Wastewater for Treatment
   - ☐ Mixed with Sewage Sludge
   - ☐ _____
4. Estimated Percentage Contributing Wastewater Flow
   - Residential: 85 %
   - Industrial: 15 %
   - Other: _____ % Describe: _____
5. List type of wastewater treatment process(es) utilized at this facility:
   _____
   _____
6. Estimated sewage sludge wasting rate at this facility: _____ lb/day dry weight
   or 4,500 gallons per day
7. Estimated untreated sludge received from off site: _____ lb/day dry weight
   or 0 gallons per day
8. Estimated percent solids of combined sewage sludge prior to treatment: 7.5 %

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

	Sludge Quantity (untreated pounds per day)
Activated sludge, secondary treatment	28.2

10. Estimate the total volume of sludge generated: 0.4 (dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM Yes	No		*Approved by ADEM* Yes	No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☐ Subtitle D Landfill (Disposal Only)	☐	☐		☐	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☐ Unlined Lagoon or Stabilization Pond	☐	☐		☐	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: 150 feet

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____%

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

- ☐ Alternative A1 – Time and Temperature
- ☐ Alternative A2 – Alkaline Treatment
- ☐ Alternative A3 – Analysis and Operation
- ☐ Alternative A4 – Analysis Only
- ☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)
  - ☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment
  - ☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting
- ☐ Alternative A6 – PFRP Equivalent_____

☐ Class B

- ☐ Alternative B1 – Fecal Coliform Count
- ☐ Alternative B2 – Process top Significantly Reduce Pathogens (PSRP)
  - ☐ Aerobic Digestion ☐ Air Drying ☐ Anaerobic Digestion
  - ☐ Composting ☐ Lime Stabilization
- ☐ Alternative B3 – PSRP Equivalent_____

☐ Neither or Unknown

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

   *If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

   _____

   _____

   _____

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

   _____

   _____

   _____

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

   _____

   _____

   _____

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Eastside WWTF NPDES #: AL0059218

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: Micheal J. Hilyer
Responsible Official
Public Works Director
Title
Telephone #: (334)705-5413 Fax #: (334)705-5452
Email Address: mhilyer@opelika-al.gov

CHIEF OPERATOR: Derrick Askew
Name
Telephone #: (334)705-5470 Fax #: (334)705-5452
Email Address: daskew@opelika-al.gov
Date: 4/28/2021

REVIEWED BY:
Consulting Engineer
Telephone #: 478-214-3675 Fax #: 478-474-5045
Date: 04/29/2021

ALABAMA LICENSED PROFESSIONAL ENGINEER ARTHUR BENEDICT GAVIN III No. 17785

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MWPP Annual Report
Information Source List

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2020 (due **May 31,** 2021).

Part 1
A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

Part 2
A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

Part 5
A. Describe the characteristics and quantity of sludge generated.
B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digestor capacity may be used in the calculation.

Part 6
A. Sludge Disposal Method
B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

Part 8 Operator Certification

Part 9 Financial Status

Part 10 Subjective Evaluation

Part 11 Summary Sheet

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

State of Alabama
MWPP Annual Report
Department of Environmental Management

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.

2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.

3. Add the point totals on Part 11: Summary Sheet.

4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.

5. The governing body should pass a resolution which contains the following points:

   a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.

   b. The resolution should indicate what actions will be taken to prevent effluent violations.

   c. The resolution should provide any other information the governing body or owner deems appropriate.

6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD_5 ($CBOD_5$) loadings received at your facility during the last calendar year.

Month	Column 1 Average Monthly Flowrate (MGD)	Column 2 Average Monthly BOD_5 ($CBOD_5$) Concentration (mg/l)	Column 3 Average Loading BOD_5 ($CBOD_5$) (lbs/day**)
January	2.08	129	2188
February	2.27	109	2089
March	1.63	118	1699
April	1.39	151	1834
May	1.20	145	1452
June	1.42	168	1986
July	1.23	162	1709
August	1.41	177	2002
September	1.61	155	2024
October	1.55	160	2053
November	1.20	161	1583
December	1.32	143	1642
Annual Avg.	1.52	148	1855

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD_5 ($CBOD_5$) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	Average Design Flow	Average Design BOD_5 ($CBOD_5$) Loading (lbs/day)
Design Criteria	5.0	10,425
90% of the Design Criteria	4.5	9,383

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?

0 (Check the appropriate point total)

■ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?

0 (Check the appropriate point total)

■ 0 = 0 points ☐ 1 – 2 = 5 points ☐ 3 – 4 =10 points ☐ 5 or more =15 points

E. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

■ 0 -1 = 0 points ☐ 2 – 4 =5 points ☐ 5 or more =10 points

F. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

■ 0 = 0 points ☐ 1 = 10 points ☐ 2 =20 points ☐ 3 =30 points ☐ 4 =40 points ☐ 5 or more =50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 0

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 0

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD_5 loading for comparison with design loading for those permittees using influent $CBOD_5$, divide annual average $CBOD_5$, loading in lbs/day from Part 1, A by 0.7.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD_5, ($CBOD_5$) TSS, NH_3-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

	Months	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
Permit Limit	5-11	9	30	2.0	Report
	12-4	15	30	4.0	Report

(2) DMR Concentration

Qtr	Month	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
1	January	1.81	8.9	0.05	1.4
	February	1.83	10.0	0.04	0
	March	1.94	6.9	0.05	0
2	April	1.65	3.2	0.10	0
	May	1.59	4.2	0.06	0
	June	1.58	3.3	0.05	0
3	July	1.49	3.1	0.04	1.0
	August	1.76	2.6	0.04	0
	September	1.84	2.4	0.03	0
4	October	1.62	2.4	0.05	0
	November	1.74	2.3	0.05	0
	December	1.79	7.3	0.07	0
	Annual Avg.	1.72	4.71	0.05	0.20

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	Months	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
Permit Limit	5-11	375	1251	83.4	Report
	12-4	625	1251	166	Report

(2) DMR Loading

Qtr	Month	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
1	January	30	151	0.87	24.2
	February	35	197	0.81	0
	March	26	100	0.81	0
2	April	20	40	1.28	0
	May	15	40	0.65	0
	June	18	40	0.60	0
3	July	15	32	0.51	10.2
	August	19	30	0.49	0
	September	25	31	0.51	0
4	October	20	29	0.72	0
	November	17	25	0.50	0
	December	20	88	0.85	0
	Annual Avg.	21.6	66.9	0.71	2.86

C. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

D. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

G. During the past year did the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

H. During the past year did either the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0
D Points = 0
E Points = 0
F Points = 0
G Points = 0
H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2006

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 15 = (2021) - (2006)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

		Factor
X	Mechanical Treatment Plant	2.0
	Aerated Lagoon	1.5
	Stabilization Pond	1.0
	Other (Specify:)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

2.0 (Factor) x 15 (Age) = 30 TOTAL POINT VALUE FOR PART 3

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0

D. Add together Answers A and B and subtract Answer C from that total.

A + B – C = 0 (Check the appropriate point total.)

- [x] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 =10 points
- [ ] 3 =15 points
- [ ] 4 =20 points
- [ ] 5 =25 points
- [ ] 6 = 30 points
- [ ] 7 = 35 points
- [ ] 8 =40 points
- [ ] 9 =45 points
- [ ] 10 =50 points
- [ ] 11 or more =100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F – G = 0 (Check the appropriate point total.)

- [x] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 =10 points
- [ ] 3 =15 points
- [ ] 4 =20 points
- [ ] 5 =25 points
- [ ] 6 = 30 points
- [ ] 7 = 35 points
- [ ] 8 =40 points
- [ ] 9 =45 points
- [ ] 10 =50 points
- [ ] 11 or more =100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 5: Sludge Quantity and Storage

A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

Greater than or equal to 4 months	☐	= 0 points
Less than 4 months, but greater than or equal to 3 months	☐	= 10 points
Less than 3 months, but greater than or equal to 2 months	☐	= 20 points
Less than 2 months, but greater than or equal to 1 month	☐	= 30 points
Less than one month	☐	= 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

36 or more months	☒	= 0 points
24 - 35 months	☐	= 10 points
12 - 23 months	☐	= 20 points
6 - 11 months	☐	= 30 points
Less than 6 months	☐	= 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD_5 ($CBOD_5$) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population Equivalent (PE): _____

Design Flow: _____MGD

Design BOD_5 ($CBOD_5$): _____lbs/day

List industrial and/or residential developments.

_____

_____

_____

_____

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory,* ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☐ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates***.

Fee's are charged for size of tap and length. Ranges from 4" at $1,160 for tap and $10.00/linear foot to 6" tap at $1,200/linear foot.

Residential Minimum $15.25(3/4) Plus rate 1.76 /1,000 gal.

Industrial Minimum $156.11 (2") Plus rate 1.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage $ $25.81

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capitol Budget of City.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Corrosion of some equipment; Grounds are in neat condition and physical condition is good.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Moderate Inflow/ Infiltration during heavy rainfall events. Lift Stations operating as designed.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

C. What sewage system improvements does the community have planned for construction in the next 5 years?

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

15-20 years.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

F. Is the community presently involved in formal planning for treatment facility upgrading?

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Preventive maintenance using card system.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ■ Yes ☐ No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ■ Yes ☐ No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Flow Meter Calibrations - $600.00; Influent Pump Motors - $9,788.00

VFD's - $9,000.00; Influent Pump (Old Well) - $15,000.00

L. List any additional comments. (Attach additional sheets if necessary.)

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Eastside WWTF

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

	Actual Values	Maximum Possible
Part 1	0 points	80 points
Part 2	0 points	121 points
Part 3	25 points	40 points
Part 4	0 points	200 points
Part 5	0 points	50 points
Part 6	0 points	50 points
Part 7	0 points	121 points
Part 8	0 points	121 points
Total	0 points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- [x] Mechanical plant with surface water discharge
- [ ] Aerated Lagoon or stabilization pond with surface water discharge
- [ ] Mechanical plant using land disposal of liquid wastes
- [ ] Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- [x] 0 - 70 points Actions as Appropriate*
- [ ] 71 - 120 points Departmental Recommendation Range*
- [ ] 121 – 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☐ Yes ■ No

If yes, provide a written explanation for this situation in the space below.

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of _____

informs the Department of Environmental Management that the following

actions were taken by (governing body) _____.

1. Reviewed the MWPP Annual Report which is attached to this resolution.

2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:

   (a) The City used methods such as television inspections and smoke testing to repair and rehabilitate old lines.

   (b) The City is currently designing upgrades to several lift stations.

   (c)

   (d)

Passed by a (majority)(unanimous) vote of the _____
on (date).

_____

_____
Clerk

Attachment: EastSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Opelika PLANT GRADE: III

PERMIT NUMBER: AL0050130

PLANT SUPERINTENDENT: Derrick Askew TEL. # 334-705-5475

SYSTEM MANAGER: Michael J. Hilyer TEL. # 334-705-5413

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Derrick Askew	III	C001492	9/30/2023
2.	Jerrell Webb	II	C001889	9/30/2022
3.	Joe Adams	IV	C008055	6/30/2021
4.	Willis Scott	II	C007810	9/30/2023
5.				
6.				
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.				
2.				
3.				
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	40	
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II	40	
GRADE III		
GRADE IV	40	
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS	40	

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	2.5	START TIME	7:00am
2ND			
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND							
3RD							

ADEM USE ONLY

	YES	NO
1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		
2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information
   Permit Number: AL0050130
   Name: City of Opelika Westside WWTF
   Street Address: 1017 Grand National Pkwy.
   County: Lee
2. Facility Contact
   Name: Derrick Askew
   Title: Plant Manager
   Telephone: (334)705-5470
   Permittee Name: City of Opelika
   Mailing Address: 700 Fox Trail
   Opelika, Al. 36801

Facility Flow Information:

1. Facility Wastewater Treatment Capacity
   Average Daily Flow: 2.8 MGD
   Facility Design Capacity: 4.0 MGD
2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)
   Average Domestic Septage: 60,000 gallons per month
   Average Commercial Septage: 0 gallons per month
3. Method of Septage Processing
   ☐ Mixed with Influent Wastewater for Treatment
   ☐ Mixed with Sewage Sludge
   ☐ _____
4. Estimated Percentage Contributing Wastewater Flow
   Residential: 90 %
   Industrial: 10 %
   Other: _____ % Describe: _____
5. List type of wastewater treatment process(es) utilized at this facility:
   Activated sludge, Secondary Treatment
6. Estimated sewage sludge wasting rate at this facility: 117 lb/day dry weight
   or 25,000 gallons per day
7. Estimated untreated sludge received from off site: 0 lb/day dry weight
   or 0 gallons per day
8. Estimated percent solids of combined sewage sludge prior to treatment: 7.5 %

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

	Sludge Quantity (untreated pounds per day)
Aerobic Sludge	0

10. Estimate the total volume of sludge generated: 21 (dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM Yes	No		*Approved by ADEM* Yes	No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☐ Subtitle D Landfill (Disposal Only)	☐	☐		☐	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☐ Unlined Lagoon or Stabilization Pond	☐	☐		☐	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: 500 feet

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____%

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

- ☐ Alternative A1 – Time and Temperature
- ☐ Alternative A2 – Alkaline Treatment
- ☐ Alternative A3 – Analysis and Operation
- ☐ Alternative A4 – Analysis Only
- ☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)
  - ☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment
  - ☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting
- ☐ Alternative A6 – PFRP Equivalent_____

☐ Class B

- ☐ Alternative B1 – Fecal Coliform Count
- ☐ Alternative B2 – Process top Significantly Reduce Pathogens (PSRP)
  - ☐ Aerobic Digestion ☐ Air Drying ☐ Anaerobic Digestion
  - ☐ Composting ☐ Lime Stabilization
- ☐ Alternative B3 – PSRP Equivalent_____

☐ Neither or Unknown

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Westside WWTF NPDES #: AL0050130

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: Michael J.Hilyer
Responsible Official
Public Works Director
Title
Telephone #: (334)705-5413 Fax #: (334)705-5452
Email Address: mhilyer@opelika-al.gov

CHIEF OPERATOR: Derrick Askew
Name
Telephone #: (334)705-5470 Fax #: (334)705-5452
Email Address: daskew@opelika-al.gov
Date: 4/28/2021

REVIEWED BY:
Consulting Engineer
Telephone #: 478-214-3675 Fax #: 478-474-5045
Date: 04/29/2021

ALABAMA LICENSED No. 37783-E PROFESSIONAL ENGINEER ARTHUR BENEDICT GAVIN III

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

MWPP Annual Report
Information Source List

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2020 (due **May 31,** 2021).

Part 1
A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

Part 2
A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

Part 5
A. Describe the characteristics and quantity of sludge generated.
B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digestor capacity may be used in the calculation.

Part 6
A. Sludge Disposal Method
B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

Part 8 Operator Certification

Part 9 Financial Status

Part 10 Subjective Evaluation

Part 11 Summary Sheet

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

State of Alabama
MWPP Annual Report
Department of Environmental Management

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.

2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.

3. Add the point totals on Part 11: Summary Sheet.

4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.

5. The governing body should pass a resolution which contains the following points:

   a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.

   b. The resolution should indicate what actions will be taken to prevent effluent violations.

   c. The resolution should provide any other information the governing body or owner deems appropriate.

6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTP

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD_5 ($CBOD_5$) loadings received at your facility during the last calendar year.

Month	Column 1 Average Monthly Flowrate (MGD)	Column 2 Average Monthly BOD_5 ($CBOD_5$) Concentration (mg/l)	Column 3 Average Loading BOD_5 ($CBOD_5$) (lbs/day**)
January	3.7	106	3081
February	5.2	101	4509
March	4.5	102	3899
April	3.8	104	3435
May	3.1	107	2816
June	3.0	110	2816
July	2.9	126	3178
August	2.9	126	2979
September	2.9	112	2680
October	3.0	107	2574
November	2.6	121	2789
December	2.7	109	2518
Annual Avg.	3.35	110.9	3106

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD_5 ($CBOD_5$) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	Average Design Flow	Average Design BOD_5 ($CBOD_5$) Loading (lbs/day)
Design Criteria	4.0	6672
90% of the Design Criteria	3.6	6005

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?

4 (Check the appropriate point total)

■ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?

2 (Check the appropriate point total)

☐ 0 = 0 points ■ 1 – 2 = 5 points ☐ 3 – 4 =10 points ☐ 5 or more =15 points

E. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

■ 0 -1 = 0 points ☐ 2 – 4 =5 points ☐ 5 or more =10 points

F. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

■ 0 = 0 points ☐ 1 = 10 points ☐ 2 =20 points ☐ 3 =30 points ☐ 4 =40 points ☐ 5 or more =50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 5

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 5

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD_5 loading for comparison with design loading for those permittees using influent $CBOD_5$, divide annual average $CBOD_5$, loading in lbs/day from Part 1, A by 0.7.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD_5, ($CBOD_5$) TSS, NH_3-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

	Months	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
Permit Limit	5-11	10	30	1.1	Report
	12-4	15	30	1.1	Report

(2) DMR Concentration

Qtr	Month	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
1	January	2.14	4.0	0.18	0
	February	1.95	6.2	0.26	0
	March	1.91	4.4	0.21	0
2	April	1.87	3	0.26	0.86
	May	1.66	3	0.18	0
	June	1.78	2.3	0.18	0
3	July	1.75	2.3	0.33	0
	August	1.88	2.1	0.29	0
	September	1.60	1.6	0.15	0
4	October	1.73	2.1	0.14	0
	November	1.92	2.1	0.19	0
	December	1.85	2.6	0.18	0
	Annual Avg.	1.83	2.97	0.21	0.07

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	Months	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
Permit Limit	5-11	333	1000	36.6	Report
	12-4	500	1000	36.6	Report

(2) DMR Loading

Qtr	Month	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
1	January	63.5	122.1	5.3	0
	February	86.7	298.6	11.3	0
	March	74.7	194.8	9.1	0
2	April	65.1	109.1	8.7	27.2
	May	43.5	80	4.7	0
	June	45.4	57.4	4.6	0
3	July	44.1	57.6	8.5	0
	August	44.5	50.1	7.1	0
	September	39.4	50.2	3.6	0
4	October	41.4	51.3	3.7	0
	November	42.3	50.4	5.1	0
	December	42.7	62.9	4.9	0
	Annual Avg.	52.7	98.7	6.38	2.26

C. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

■ No = 0 points ☐ Yes = 121 points

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

D. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

G. During the past year did the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

H. During the past year did either the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0
D Points = 0
E Points = 0
F Points = 0
G Points = 0
H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 1986

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 35 = (2021) - (1986)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

		Factor
x	Mechanical Treatment Plant	2.0
	Aerated Lagoon	1.5
	Stabilization Pond	1.0
	Other (Specify:)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

2.0 (Factor) x 35 (Age) = 70 TOTAL POINT VALUE FOR PART 3

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 1

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 1

D. Add together Answers A and B and subtract Answer C from that total.

A + B – C = 0 (Check the appropriate point total.)

- ☒ 0 = 0 points
- ☐ 1 = 5 points
- ☐ 2 =10 points
- ☐ 3 =15 points
- ☐ 4 =20 points
- ☐ 5 =25 points
- ☐ 6 = 30 points
- ☐ 7 = 35 points
- ☐ 8 =40 points
- ☐ 9 =45 points
- ☐ 10 =50 points
- ☐ 11 or more =100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F – G = 0 (Check the appropriate point total.)

- ☒ 0 = 0 points
- ☐ 1 = 5 points
- ☐ 2 =10 points
- ☐ 3 =15 points
- ☐ 4 =20 points
- ☐ 5 =25 points
- ☐ 6 = 30 points
- ☐ 7 = 35 points
- ☐ 8 =40 points
- ☐ 9 =45 points
- ☐ 10 =50 points
- ☐ 11 or more =100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 5: Sludge Quantity and Storage

A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

Greater than or equal to 4 months	☐	= 0 points
Less than 4 months, but greater than or equal to 3 months	☐	= 10 points
Less than 3 months, but greater than or equal to 2 months	☐	= 20 points
Less than 2 months, but greater than or equal to 1 month	☐	= 30 points
Less than one month	☐	= 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

36 or more months	■	= 0 points
24 - 35 months	☐	= 10 points
12 - 23 months	☐	= 20 points
6 - 11 months	☐	= 30 points
Less than 6 months	☐	= 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD_5 ($CBOD_5$) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population Equivalent (PE): _____ Design Flow: _____MGD Design BOD_5 ($CBOD_5$):_____lbs/day

List industrial and/or residential developments.

_____

_____

_____

_____

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory,* ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☒ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates***.

Fee's are charged for size of tap and length. Ranges from 4" at $1,160 for tap and $10.00/linear foot to 6" tap at $1,200/linear foot.

Residential Minimum $15.25 (3/4) Plus rate 1.76 /1,000 gal.

Industrial Minimum $156.11 (2") Plus rate 1.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage $ $25.81

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capitol Budget of City.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Corrosion of some equipment; Grounds are neat condition and physical condition is good.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Moderate Inflow/ Infiltration during heavy rainfall events. Lift stations operating as designed.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Upgrade to Westside WWTF.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

15-20 years.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

F. Is the community presently involved in formal planning for treatment facility upgrading?

Yes

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Preventive maintenance using card system.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☒ Yes ☐ No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☒ Yes ☐ No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Flow Meter Calibrations - $600.00; Influent Pump Motors - $11,200.00;

Lift Station Pump Repairs - $67, 000.00; New Lift Station Pumps - $238,000.00

Check Valves - $7000.00; VFD's - $8,000.00

L. List any additional comments. (Attach additional sheets if necessary.)

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Facility Name: Westside WWTF

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

	Actual Values	Maximum Possible
Part 1	5 points	80 points
Part 2	0 points	121 points
Part 3	40 points	40 points
Part 4	0 points	200 points
Part 5	0 points	50 points
Part 6	0 points	50 points
Part 7	0 points	121 points
Part 8	0 points	121 points
Total	45 points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- [x] Mechanical plant with surface water discharge
- [ ] Aerated Lagoon or stabilization pond with surface water discharge
- [ ] Mechanical plant using land disposal of liquid wastes
- [ ] Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- [x] 0 - 70 points Actions as Appropriate*
- [ ] 71 - 120 points Departmental Recommendation Range*
- [ ] 121 – 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of _____

informs the Department of Environmental Management that the following

actions were taken by (governing body) _____.

1. Reviewed the MWPP Annual Report which is attached to this resolution.

2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:

   (a) The City will currently be reviewing an expansion of the Westside Facility.

   (b) The City is currently designing upgrades to several lift stations.

   (c)

   (d)

Passed by a (majority)(unanimous) vote of the _____
on (date).

_____

_____
Clerk

Attachment: WestSide 2021 (100-21 : Annual MWPP Reports for East and West Sewer Treatment Plants.)

RESOLUTION NO. 101-21

Annual Authorization to Levy Tax on Property within Opelika.

RESOLUTION NO. _____

ANNUAL AUTHORIZATION - LEVY OF TAX ON PROPERTY SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF OPELIKA, ALABAMA

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

1. That, under and by virtue of the provisions of Section 11-51-42 of the Code of Alabama, 1975, and pursuant to the appropriate provisions of the Constitution of Alabama and the general laws of the State, the following taxes are levied on property situated in the City of Opelika on the value assessed for taxation and as shown on the Books of Assessment for the State of Alabama and Lee County for which taxes of the City will become due and payable on October 1st, 2021:

(a) One-half of one per centum (5 mills) for the General Fund of the City, pursuant to Section 216 of the Constitution of Alabama of 1901.

(b) One-half of one per centum (5 mills) for debt service pursuant to Amendment No. 8 of the Constitution of Alabama of 1901.

(c) One-half of one per centum (5 mills) for educational purposes pursuant to Amendment No. 147 of the Constitution of Alabama of 1901, most recently voted on February 13th, 2018.

(d) One and 10/100 per centum (11 mills) for the support and furtherance of education pursuant to Amendment No. 8 of the Constitution of Alabama of 1901, most recently voted on January 25th, 2000.

Said taxes shall be levied and collected in addition to all other taxes levied under appropriate provisions of the Constitution of Alabama and general laws of the state.

2. That the City Clerk is hereby authorized and directed on or before

June 1st, 2021 to certify and deliver to the Revenue Commission of Lee County, Alabama a copy of this Resolution.

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

_____

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

RESOLUTION NO. 102-21

Bullet Proof Vest Grant Application for OPD.

RESOLUTION NO. _____

WHEREAS, The City of Opelika participates each year in the application of a Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Grant; and

WHEREAS, The total amount of the Grant Application is $18,210.00 (Eighteen Thousand Two Hundred and Ten Dollars); and

WHEREAS, The City of Opelika is required to provide a 50% match of all funds appropriated; and

WHEREAS, The Mayor's signature is required for this Grant application.

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

1. The mayor of the City of Opelika is authorized to sign all documents pertaining to this grant application.

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

FACT SHEET

SUBJECT: Application of the 2021 Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Grant.

FACTS:

- The City of Opelika participates each year in the application for a Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Grant.
- The amount of the grant is $18,210.00.
- There is a 50% matching fund required from the City of Opelika (the grant will pay $9,105.00 and the City of Opelika will pay $9,105.00 when purchasing bullet proof vest).

RECOMMENDATIONS:

- The Council’s approval for participation in this grant.

Attachment: BVP Fact Sheet 2021 (102-21 : Bullet Proof Vest Grant Application for OPD.)

Miscellaneous Notes-2021

- OPD currently has 90 full time police officers and is fully staffed.
- We currently replace bulletproof vests at a rate of once every 5 years, so that is approximately 1/5th of the department per year. That is equal to 18 officers having their vests replaced every year.
- We currently, on average, hire approximately 12 new officers per year. Each new officer is fitted and receives a brand new vest.
- This means we purchase approximately 30 vests per year.
- There is **NO** State Bid currently in place. The Opelika Police Department has purchased Point Blank BII-1 vests from Galls, LLC at $607.00/vest the last three times vests were ordered.
- $607.00 x 30 vests totals: $18,210.00. With a 50% matching that means we should receive about $9,105.00.
- Opelika's current population is approximately 30,555 (Google), which I rounded up to 31,000.

Attachment: 2021 BVP Notes (102-21 : Bullet Proof Vest Grant Application for OPD.)

RESOLUTION NO. 103-21

Special Appropriation to Community Foundation of East Alabama from Ward 4 Reserve Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO COMMUNITY FOUNDATION OF EAST ALABAMA FOR COMMUNITY GIVING DAY

WHEREAS, Community Foundation of East Alabama ("Community Foundation") is a 501(c)(3) tax exempt organization that works with individuals, families, corporations, private foundations and nonprofit organizations to help them carry out their charitable objectives and address emerging community issues; and

WHEREAS, Community Foundation sponsors an annual Opelika Giving Day which provides an easy way to support local non-profits, celebrate the joy of helping others and inspire a new culture of giving within the community; and

WHEREAS, O Grows is a community-university partnership whose mission is to leverage the local capacity in service of community food needs; and

WHEREAS, Opelika Theatre Company was created to empower, enlighten and involve the community to stimulate and develop their inner creative talents in writing, acting, music, dance, design and leadership by providing quality entertainment for our community; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of $1,000.00 from the Ward 4 (Eddie Smith) Reserve Fund; $500.00 for O Grows and $500.00 for Opelika Theatre Company, in order to assist with program support.

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

1. That there is hereby approved from the Ward 4 Reserve Fund a special appropriation to Community Foundation of East Alabama in the amount of $1,000.00 to assist with program support.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose because it provides for the support of cultural programs (the Community Theatre) and promotes agriculture (O Grows).

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

5. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of $1,000.00 to carry into effect the intent of 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.

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

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION NO. 104-21

Approve Arrangement Letter with Critical Insights Consulting, LLC for OPD Strategic Initiative - ADMIN.

RESOLUTION NO. _____

RESOLUTION APPROVING ARRANGEMENT LETTER
WITH CRITICAL INSIGHTS CONSULTING, LLC
FOR OPELIKA POLICE DEPARTMENT STRATEGIC INITIATIVE

WHEREAS, Critical Insights Consulting, LLC ("CIC") works with organizations across the nation to provide unique and innovative insights into team and relationship building, critical thinking, communications, problem-solving and cultivating better leaders; and

WHEREAS, the City of Opelika, Alabama (the "City") desires to retain CIC to design, develop, implement, and monitor a strategic initiative for the Opelika Police Department; and

WHEREAS, CIC proposes to design and implement a curriculum to equip Opelika Police Officers with the skills and knowledge needed to incorporate community-oriented policing into their work, by addressing current and emerging issues that challenge the effectiveness of law enforcement agencies and the communities they serve; and

WHEREAS, said curriculum and training will apply principles to advance public safety with greater efficiency and with less risk to the communities they serve, while customizing it according to specific needs of the local community; and

WHEREAS, CIC possesses the requisite skills and resources to provide the professional services for this project; and

WHEREAS, a proposed Arrangement Letter (the "Arrangement Letter") has been

prepared by CIC 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 Arrangement Letter.

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

1. That the proposed Arrangement Letter for professional services to be entered into between the City and Critical Insights Consulting, LLC, a copy of which is attached hereto and marked as Exhibit "A", be and the same is hereby approved, authorized, ratified, and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Arrangement Letter.

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

3. That the compensation to be paid to CIC, under and pursuant to said Arrangement Letter shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is authorized and directed to issue a purchase order to CIC for the provision of professional services as outlined in the Arrangement Letter attached hereto at a base cost not to exceed $341,500 plus any out-of-pocket expenses as described in the Arrangement Letter.

5. 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

Critical Insights Consulting, LLC

Arrangement Letter

Critical Insights Consulting, LLC has agreed to perform the following services as stated in the Statement of Work for the City of Opelika, Opelika, AL 36801.

PURPOSE AND INTENT

The purpose and intent of the work to be performed is to create, develop and implement specific initiatives and programs to meet the needs of the City of Opelika and it's Police Department Strategic Objective: **TOGETHER OPELIKA**. This includes, but not limited to identified initiatives and program(s) to do the following:

- Build Trust with the community
- Build Better Relationships with the Community
- Enhance Communication
- Better Educate the community and Officers
- Ensure better safety
- Eradicate any perceived and/or real racial profiling

Worked effort will be centered around the following Initiatives:

Curriculum development and implementation, Training and Education, Assessment and Evaluation, Community Liaison Roles and responsibilities, Data Collection and Analysis, and Procedural Justice

STATEMENT OF WORK

Description of Project, Scope, and Responsibilities

TIME PERIOD

APRIL 15, 2021- JUNE 30, 2022 (14 MONTHS)

SOLUTION BASED INITIATIVES/PROGRAM (S) TOTAL 4 + SUPPORT OF ANY SPIN OFFS

DURING IDENTIFIED TIME PERIOD

END TO END implementation of "**CIC Policing and Me" Curriculum** in the Opelika City School System.

- DESIGN
- DEVELOPMENT
- IMPLEMENATION
- MONITOR
- MEASURE
- BAU
- SUCCESSFUL HANDOFF

Attachment: CIC INC AGREEMENT (104-21 : Approve Arrangement Letter with Critical Insights Consulting, LLC for OPD Strategic Initiative.)

1. **POLICINNG AND ME CURRICULUM @ GRADE APPROPRIATE LEVEL**
   - Kick off
   - All key stakeholders identified and engaged
   - Discovery, Design, Development, Implementation, Monitor, Measure and BAU
   - Milestone and toll gates will be presented, documented and approved at each phase
   - All logistical policies and procedures will be written, presented and implemented
   - Roles and Responsibilities clearly defined and noted
   - Timelines noted and deadlines met
   - Due Diligence in preparation for Operational Readiness
   - Data collection and Analysis
2. **POLICING AND ME CURRICULUM (TRAIN THE TRAINER) OFFICER LEVEL**
   - Training Manual
   - Train the Trainer
   - Role Play
   - Dry Run
3. **POLICING AND ME (CURRICULUM @THE COMMUNITY LEVEL)**
   - Training
   - Partnership with the Housing Authority
   - Judicial System

4. OPERATIONAL READINESS

- Full implementation of all program initiatives
- Identification of what's in scope and out of scope
- DUE DELIGENCE (BUILD OF CURRENT STATE AND IMPLEMENATION OF FUTURE STATE)
  - Baseline
  - Gap Analysis
  - Impact Analysis
  - Trend Analysis
- Documented Business Requirements
- Validation and Supporting Documentation
- CURRICULUM DESIGN AND DEVELOPMENT
  - DRY RUNS
  - PILOT
  - CHANGE CONTROLS
- IMPLEMENTATION
- WRITEN MONTHLY UPDATES TO MAYOR AND CHIEF OF POLICE
- QUARTERLY MILESTONE PRESENTATIONS
- ONGOING MILESTONE COMMUNICATION TO THE PUBLIC VIA THE CITY AND POLICE DEPARTMENT'S PUBLIC RELATIONS DEPARTMENT
- ONINE STUDENT SURVEY: DATA COLLECTION AND ANALYSIS (BY SEMESTER)

DELIVERABLES

- Implementation of grade appropriate "POLICING AND ME" Curriculum
- Enhance Zero Tolerance Policy with identified approved consequences documented and communicate
- Train Facilitators (Train the Trainers)

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- Create Training Manual
- Implement within the approved budget
- Establish Community Liaison Alignment between the City of Opelika Police Department Liaison and the Community's Liaison identified
- Successfully development an online survey for students to take after each semester

PROGRAM ASSIGNED and SUPPORT STAFF

- 1-I/O Psychologist
- 2- Certified Project Managers
- 1-Implementation Director
- 1-Curriculum Writer
- 1-Administractor
- 1-Certified Six Sigma Analyst

CONTINGENCY AND DEPENDENCY DATA: LEADERSHIP TRAINING DATA TRENDS

- Chief and community Feedback Questionnaire Debriefing
- Strategic Roadmap to enhance productivity and performance
- Student Proprietary Online access to take the Survey and scoring waived
- participant
    - Group Analysis Scoring: By Session, By department
    - Actual Individual Profiles with Narrative for each participant
    - One Time cost
    - **Profiles can be used indefinitely**
- Tip Sheets Books & department Road Map to utilize beyond the workshops
- All material to conduct the workshops and sessions
    - LPA, MPA , SPECTRUM Documents for sessions (hand outs)

DESIRED OUTCOME

- Proactively educate the community
- Re-establish Trust with the community
- Build Better relationships
- Strategically open of the lines of communication with the complimentary Liaison roles
- Mutual Respect between the Police Department and the Community
- Better trained Officers to help ensure best service to the community
- Redirect the community's perception of the Police Department

Client Obligation

In addition to any other responsibilities or duties described in this arrangement letter, set forth below is a list of the obligations for which the client is responsible, conditions on Critical Insights performance, and assumptions upon which Critical Insights has relied in agreeing to perform the services described in this arrangement letter on the terms set out herein (collectively "client's obligations") If any of client's obligations are not performed or prove to be incorrect, it may cause changes to the project schedule, fees and expenses, deliverables, level of effort required, or otherwise impact Critical Insights'

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performance of the services described in this arrangement letter, and Critical Insights will have no liability with respect to its inability to perform the services resulting therefrom.

1. Client will commit the necessary resources and management involvement to support the project and perform the agreed upon acceptance procedures in a timely manner.
2. Decisions to be made by the client will be made within a reasonable amount of time.
3. Clients will be responsible for its operation and use of deliverables and for ensuring that the deliverables meet the client's requirements.
4. Unless otherwise agreed to by the parties in writing, clients will provide all software necessary for CIC to perform its obligations under this arrangement letter.
5. Client will be responsible for obtaining at no cost to CIC, consents for CIC use of any third party products, including, but limited to software, necessary for CIC to perform its obligations under this arrangement letter.
6. Clients will be responsible for its operation and use of the deliverables, as defined below, and for ensuring that the deliverable meets the client's requirements. Clients understand and agree that the client will be responsible for determining whether the services and deliverable provided by CIC, including any revised business processes implemented pursuant to this arrangement letter, (i) meet client's business requirements, (ii) comply with all federal, state and local laws, ordinances, codes regulations and policies applicable to clients, and (iii) comply with client's applicable internal guidelines, long-term goals and any related agreements.
7. Clients will be responsible for the performance of other contractors or vendors contracted by client in connection with the project, even if CIC has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.
8. Performance based early termination clause: CIC will be due the full amount of the contract, if the client for any reason decides to breach contract for any other reason than "poor performance,". Poor performance is defined as not meeting the deliverables as stated in the above contract
9. Client will be responsible for determining if and how it will implement any recommendation and work completed by CIC.

ADMINISTRATIVE AND TOTAL COSTS

The total cost for the services as described above is $341,500.00 cost base. Out of pocket expenses including, but not necessarily limited to, travel and lodging expenses, in addition to a standard per-diem for travel expenses and all taxes, as applicable, will be waived. Material cost such as printing material for curriculum, trainer the trainer material for officers, etc. will be paid by the client.

This includes services through June 31, 2022 as described above. Payments will be made on a monthly basis beginning the first month work is being performed. CIC will work with client to help manage the scope of CIC's services within the total cost, but the parties agree that actual fees may differ from this cost based on any extension of scope. CIC will inform Client as soon as it knows or believes it will exceed the estimates above and CIC and Client will mutually agree on whether to implement any additional extension (scope creep) and associated cost.

Invoices will be sent to the City of Opelika Accounts Payable, if provided by the City of Opelika , it will contain the business contact name, phone number, cost center, and project ID. The City of Opelika shall have no obligation to pay any fees or expense that CIC fails to invoice within ninety (90) day after the fees or expenses were incurred, unless there is just cause for such failure

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CIC appreciates the opportunity to be of service to the City of Opelika and looks forward to working with you on this exciting and rewarding initiative. I have provided you with a soft copy of this Arrangement Letter. If it is consistent with your understanding and acceptable to the City of Opelika, please sign two copies and return one to me while retaining one for your files. If you have any questions or concerns, please do not hesitate to contact me at 334-742-3967.

Regards,

Accepted and Agreed

Critical Insights Consulting

Chenavis Evans

Chenavis Evans, CEO & Owner

3/24/2021

Date

Accepted and Agreed:

City of Opelika, Opelika, AL

Gary Fuller, Mayor

Date

Attachment: CIC INC AGREEMENT (104-21 : Approve Arrangement Letter with Critical Insights Consulting, LLC for OPD Strategic Initiative.)

Attachment A

Standard Business Practices

This Arrangement Letter is subject to the terms and conditions set forth below and the following definitions:

"**CIC Propriety Materials"** means certain pre-existing materials, information, tools, contents, forms or models developed or obtained be CIC outside and independent of this Agreement and the performance of the Services, which CIC may incorporate into any Work Product or use in the performance of the Services, which CIC may incorporate into any work product or use in the performance of the Services.

"**Work Product"** means all work product and results of the Services (including the Deliverables, business methods or processes, copyrightable material, tangible materials, techniques, plans, strategies, programs, systems, processes, data development, modification and enhancement of systems, computer programs, operating instructions, specifications, technical information ideas, inventions, drawings, works of authorship, designs, concepts and all other documentation conceived, authored, prepared or developed by Vendor by itself or jointly with Client, whether patentable, copyrightable, or otherwise, together with all modifications, revisions, changes, copies, translations, compilations, and derivative works of the foregoing.

1. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to CIC and Client personnel (including such personnel employed by their affiliates) and subcontractors engaged in performance, management, receipt or use of Services under this Arrangement Letter, provided such parties are bound by obligations of confidentiality no less stringent than the terms of this Arrangement Letter. Nothing in this Arrangement Letter will prohibit or limit either party's use of information (including , but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation not to disclose such information, (ii) independently developed by or for it without use of the Confidential Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breech of this Arrangement Letter. Each party will exercise commercially reasonable efforts not to disclose any Personal Data, but if a party is given access to the other party's Personal Data, the receiving party will protect such Personal Data as provided herein. The parties agree that no Personal data will be disclosed to CI in the performance of its services hereunder. If access to Personal Data becomes necessary for CIC to perform its Services, the parties will discuss and agree, prior to disclosure, specific protocols governing the handling and distribution of Personal Data.

2. All services and Deliverables will be deemed accepted if Client does not reject the Services and deliverables by providing written notice within (10) days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable specifications.
3. CIC warrants that its services will be performed in a good and workmanlike manner. CIC will re-perform any work not in compliance with this warranty brought to its manner. CIC will re-perform any work not in compliance with this warranty brought to its attention within (30) days after that

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work is performed. THE PRCEDING IS CIC'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS ARRANGEMENT LETTER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

4. Client will retain responsibility for its compliance with all applicable federal, state, and local laws and regulations relating to the Project and its use of the Services and the Deliverables. CIC will be responsible for compliance with all laws applicable to its own performance of Services or preparation of the Deliverables.

   Neither party will be liable for any delays or failure to perform due to cause beyond that party's control.

5. Unless granted prior approval in writing, neither party may utilize the name, logos, trademarks or letterhead of the other nor make any public announcements referring to this arrangement letter or the relationship of the parties. CIC retains all right to its intellectual Property (IP) unless otherwise agreed upon in writing to release to client for other usage over and beyond the agreed upon contract.
6. CIC's personnel who will be unescorted or unsupervised access to client premises or systems shall abide by and comply with client's physical and logical security policies, including background checks and drug testing, as such policies are provided to CIC from time to time. CIC shall not assign to client's premises or to any project involving client any of CIC's personnel who has been convicted of (i) any felony, or (ii) any misdemeanor involving dishonesty, breach of trust, money laundering, or moral turpitude including, without limitation, embezzlement, fraud, securities, or financial related crime, perjury, larceny, or illegal manufacture, sale, distribution, or trafficking in controlled substances.
7. Invoices will be sent to CIC accounts payable with the address below. Correspondence can be by email.

Critical Insights Consulting, LLC
P.O. Box 1271
Auburn, AL 36831
chevans@criticalinsightsllc.ocm

Attachment: CIC INC AGREEMENT (104-21 : Approve Arrangement Letter with Critical Insights Consulting, LLC for OPD Strategic Initiative.)

RESOLUTION NO. 105-21

Approve Bicycle Pedestrian Plan - ENG.

RESOLUTION NO. _____

RESOLUTION APPROVING BICYCLE AND PEDESTRIAN PLAN

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") desires to develop mobility solutions as a way to reduce traffic congestion and encourage healthy living in the community; and

WHEREAS, the City encourages the use of bicycles as a reliable and healthy means of transportation; and

WHEREAS, pursuant to Resolution No. 309-19, the City entered into a special project agreement with the State of Alabama, acting by and through the Alabama Department of Transportation ("ALDOT"), for the development of a bicycle and pedestrian plan for the City; and

WHEREAS, the City collaborated with Sain Associates, Inc. to develop the Opelika Bicycle and Pedestrian Plan; and

WHEREAS, the proposed Opelika Bicycle and Pedestrian Plan (the "Plan") 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 and adopt said Plan; and

WHEREAS, the purpose of said Plan is to create a framework to connect people to places with bicycle and pedestrian facilities.

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

Alabama, as follows:

1. That the above recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.

2. That the Opelika Bicycle and Pedestrian Plan, in the form attached hereto as Exhibit “A”, is hereby approved and adopted.

3. That the Mayor, Planning Director and City Engineer are hereby authorized to take such actions as may be necessary to implement 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.

_____

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

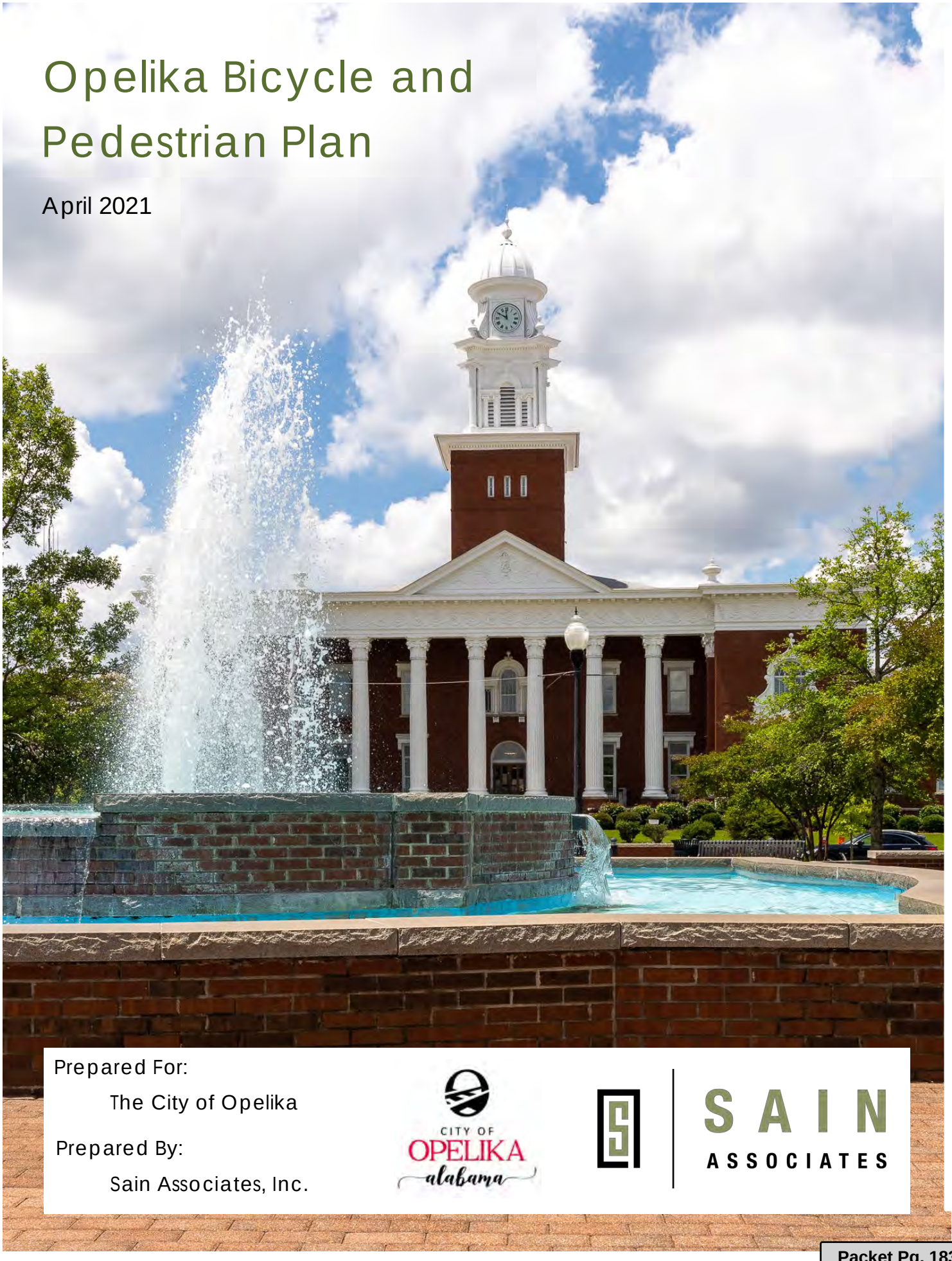
ATTEST:

_____

CITY CLERK

Opelika Bicycle and Pedestrian Plan

April 2021



Prepared For:

The City of Opelika

Prepared By:

Sain Associates, Inc.

CITY OF OPELIKA alabama

SAIN ASSOCIATES

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

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1 Introduction and Executive Summary



South Railroad Avenue

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Project Initiation and Description

The development of the Opelika Bicycle and Pedestrian Plan (The Plan) was initiated by the City of Opelika. The Plan concentrates on identifying improvements that can be reasonably made to accommodate cyclists and pedestrians and prioritizing those improvements for future construction. Identifying bicycle and pedestrian facility opportunities helps to establish non-motorized transportation as a viable option in areas where there is increasing competition for space with motorized modes of transportation. The study network is located within Opelika city limits with a focus primarily on local roadways.

The City maintains approximately 216 centerline miles of roadway. Currently, 15% of these roadways include sidewalk, while 4% include bicycle facilities.

Purpose and Methodology

The purpose of the project is to create a framework plan for the City to connect people to places with bicycle and pedestrian facilities. Sain Associates collaborated with stakeholders to establish the following aspects of the Plan:

- Existing Conditions Review
- Vision, Goals, and Objectives
- Bicycle and Pedestrian Master Plan
- Project Prioritization and Phasing
- Short Term Implementation Recommendations
- Stakeholder Input
- Toolbox and Facility Guidance

Each Plan goal and objective stems from the foundation set by the vision of connecting people to places. The review of existing conditions included an evaluation of safety concerns, identification of logical connections, contextualizing the Plan with existing documents, and highlighting bicycle and pedestrian trip generators within the City. This information aided in the development of a master plan for bicycle and pedestrian facilities. Subsequent projects were prioritized and phased in an attainable manner for the City. The Plan was then presented to the public and other stakeholders for a comment period. At the conclusion of the comment period, Sain Associates addressed comments in conjunction with the primary stakeholders to finalize the Plan.

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2 Existing Conditions Review



Sportsplex Parkway Bicycle Lanes

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Facility Inventory

In order to identify logical connections and needs, a review of existing bicycle and pedestrian facilities was performed. State routes were not included in the inventory maps; however, those facilities were considered for connectivity purposes across the entirety of the study area. Figures 1 and 2 show the results of the facility inventory as well as the locations of many trip generators within the City.

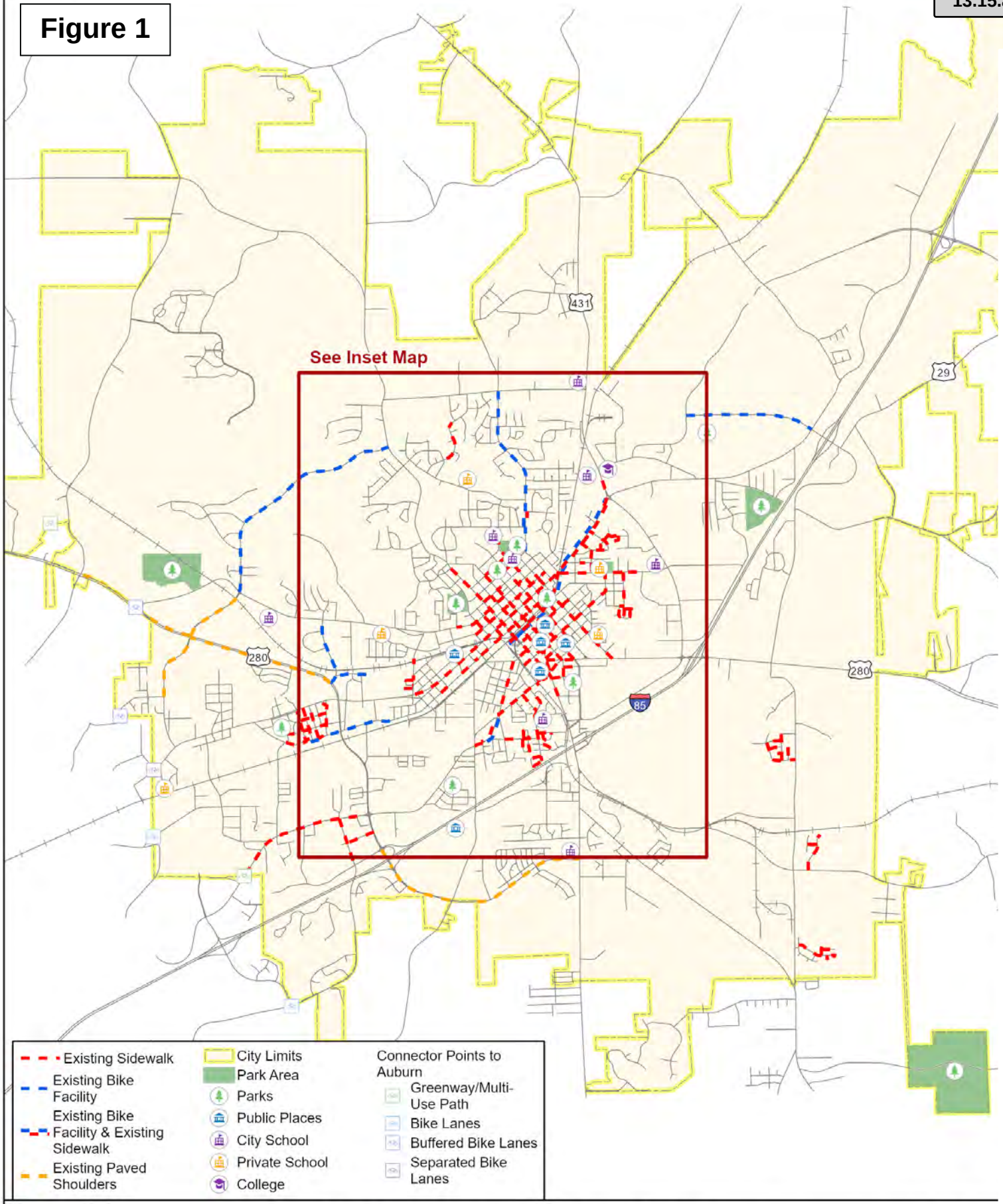
In general, the density of pedestrian facilities is high downtown and low elsewhere within the City. Bicycle facilities are prevalent outside of the downtown area, with most facilities providing connection between downtown and other residential areas.

At the time of this study, the following bicycle facilities are present on roadways within the City:

- Veterans Parkway (Local) from US-280 to Oak Bowery Road – Paved Shoulders with Bicycle Pavement Markings
- Veterans Parkway (Local) from Pepperell Parkway to US-280 – Paved Shoulders
- Gateway Drive (Local) from I-85 to Society Hill Road
- Gateway Drive (Local) from Society Hill Road to Marvyn Parkway – Paved Shoulders with Bicycle Pavement Markings
- US-280 (State Route 38) from Opelika City Limit to I-85 – Paved Shoulders
- Dunlop Drive (Local) from US-280 to Waverly Parkway – Bicycle Lanes
- Lynch Avenue (Local) from Dunlop Drive to East Alabama Medical Center – Bicycle Lanes
- 1st Avenue (Local) from North 26th Street to North 20th Street – Bicycle Lanes
- Frederick Road (Local) from Trimble Street to Hurst Street – Bicycle Lanes
- Frederick Road (Local) from Cunningham Drive to Old Opelika Road – Bicycle Lane on Westbound Only
- Rocky Brook Road (Local) from North 3rd Street to Morris Avenue – Bicycle Lanes
- Samford Avenue (Local) from South Railroad Avenue to 500 feet east of US-431 – Bi-directional Bike Lanes
- South Railroad Avenue (Local) from South 5th Street to Samford Avenue – Bi-directional Bike Lanes
- South Railroad Avenue (Local) from South 9th Street to South 5th Street – Signed Bike Route
- Sportsplex Parkway (Local) from Andrews Road to West Point Parkway – Bicycle Lanes

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Figure 1



Project Map - Existing Facilities

Bicycle and Pedestrian Plan
Opelika, Alabama

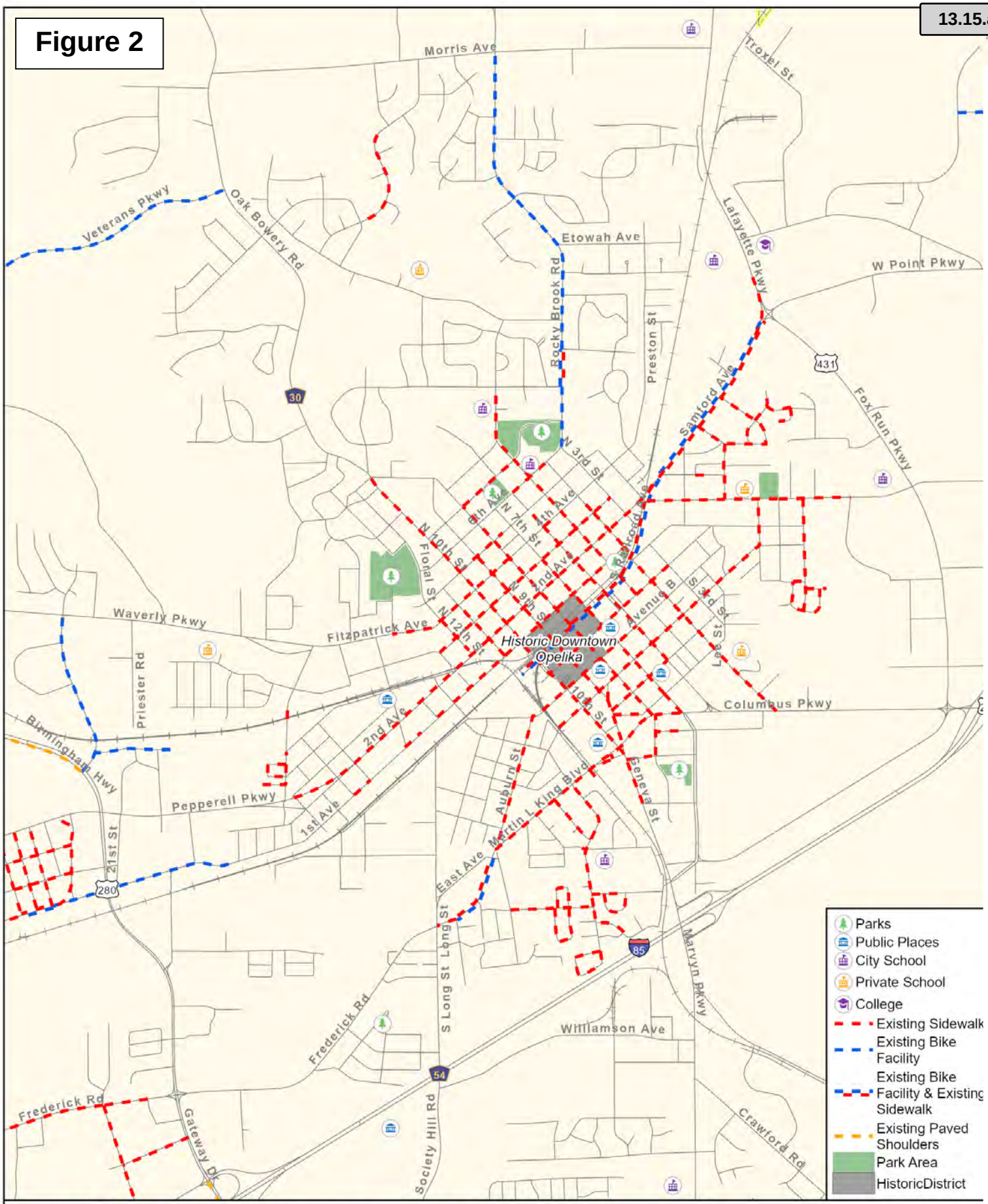
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NOT TO SCALE

SAIN

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Figure 2



Project Inset Map - Existing Facilities

Bicycle and Pedestrian Plan
Opelika, Alabama

CITY OF OPELIKA alabama

NOT TO SCALE

SAIN

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In order to achieve a complete street for all modes of transportation, it is important to consider the vehicular traffic volumes of a facility. Figure 3 shows a map of roadways within the city with tiered daily volumes from 2018. Industry guidance for bicycle facilities accounts for vehicular traffic to determine the appropriate facility type. A small number of roadways in the area carry volumes that typically warrant four-lane roadways, so opportunity for road diets most likely exists in certain locations. The City contains a wide range of roadway types from the heavily trafficked arterials such as 2nd Avenue and low volume rural roads such as Morris Avenue.



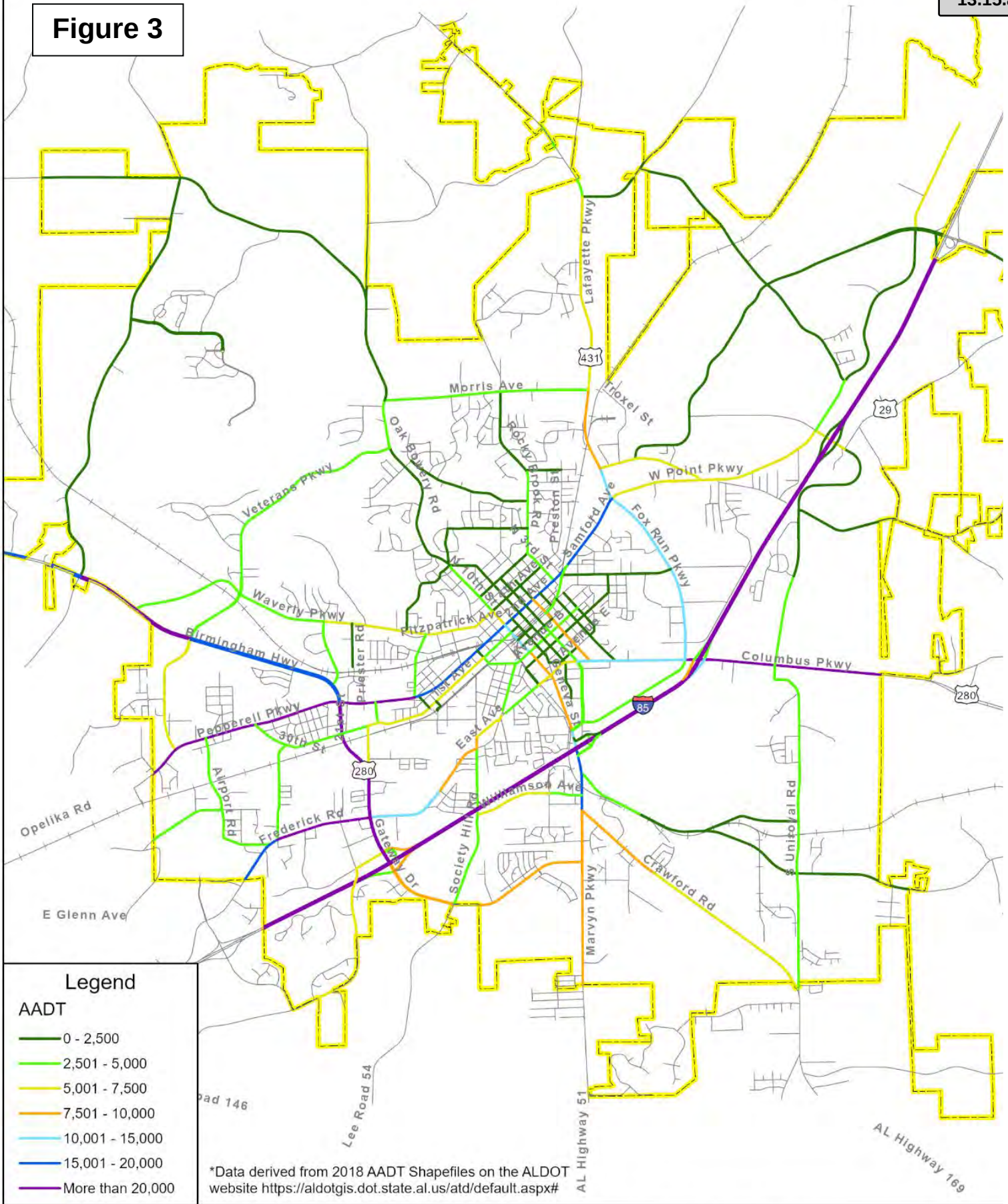
2nd Avenue – 15,000 to 20,000 vehicles per day (2019 AADT)



Morris Avenue – 3,000 to 4,000 vehicles per day (2019 AADT)

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Figure 3



Annual Average Daily Traffic (AADT) Map

Bicycle and Pedestrian Plan
Opelika, Alabama

CITY OF OPELIKA alabama

NOT TO SCALE

SAIN

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Constructability

A windshield constructability review was performed for roadways throughout the City. This review considered the roadway shoulder type and condition, the presence of above-ground utilities, potential grading difficulties, and property impacts. From the in-field review, accommodation segments were placed in one of three installation categories: easy, medium, or difficult. Figures 4 and 5 display the results of this data collection.

Many streets in downtown Opelika have existing sidewalks, warranting an 'easy' installation moniker. Figure 5 displays existing sidewalk locations in the immediate downtown area. Just to the northwest, the topography surrounding Rocky Brook Creek and Municipal Park contribute to medium and difficult ratings in that area. Other specific locations of medium and difficult installation ratings include the following:

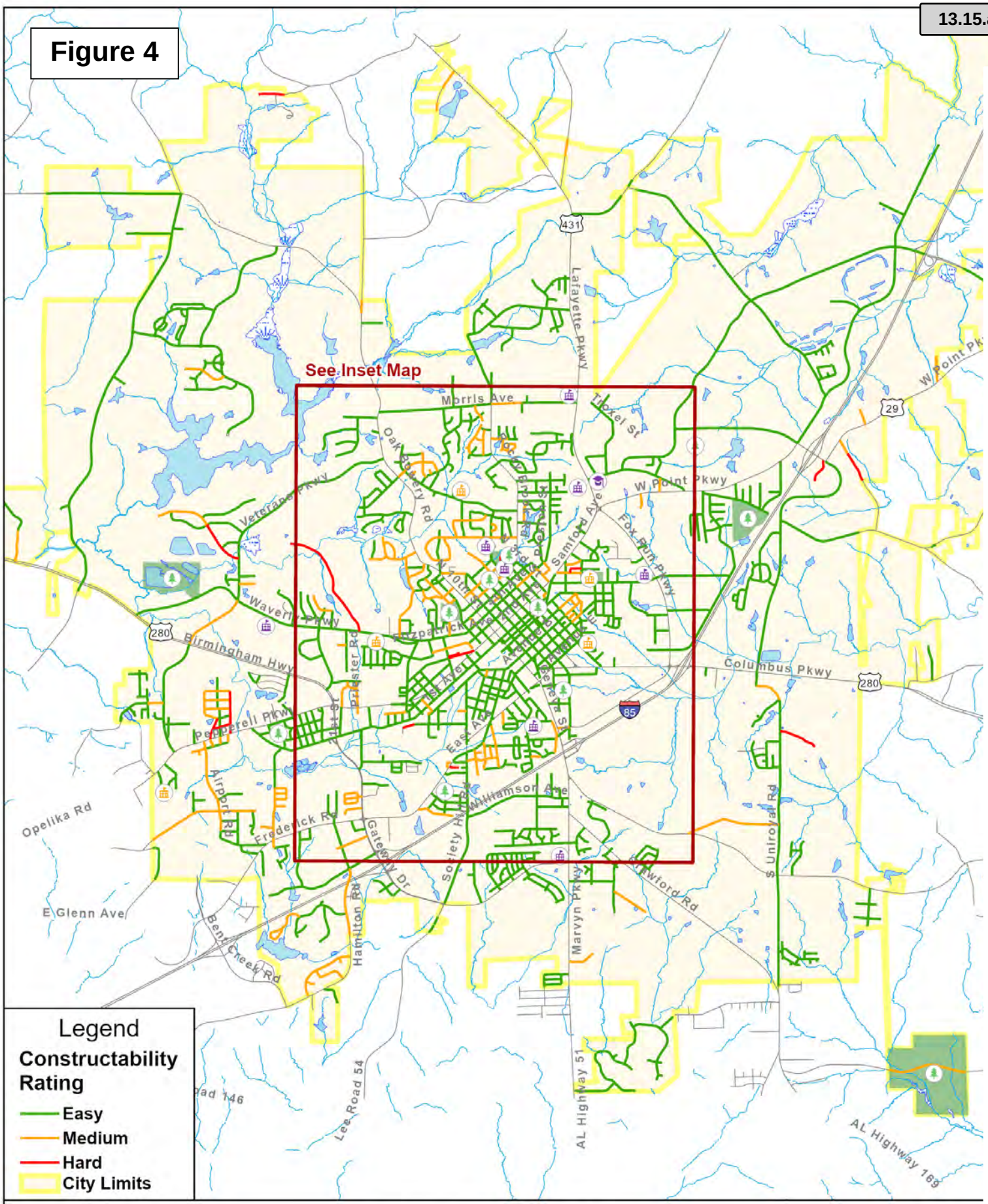
- Powledge Avenue area just southeast of Rosemere Cemetery
- Avenue A and Avenue B area between South 3rd Street and Stevens Street
- Streets just west of East Alabama Medical Center
- Collinwood area and McClure Avenue
- Northgate Drive
- Glenwood Drive and North Hills Drive
- Segments of Morris Avenue
- Airport Road and Cunningham Drive
- Veterans Parkway near its intersection with US-280
- Oak Bowery Road northwest of Collinwood

Bicycle facility constructability will vary by facility type. For example, bicycle boulevards and road diets will be easier to construct, because most work can be completed within the existing roadway without many costly challenges presented by work performed outside of the traveled way. Traditional bicycle lanes, separated bicycle lanes, sidepaths, multi-use paths, and paved shoulders will be more difficult to install due to the need to widen the roadway or construct a separate facility. These facility types will also vary in cost due to terrain and other factors under consideration during the windshield constructability review.

In addition to terrain, underground utilities not visible at this time could contribute to an increase in difficulty of installation. Beyond the street network, any potential trail or multi-use path adjacent to a stream or wetland will present environmental concerns and most likely require an in-depth environmental document outlining threatened and endangered species and other subject matter required by the EPA. Figure 6 displays the mapped streams and wetlands within the City limits. Any projects within or near these bodies of water will require an in-depth environmental review.

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Figure 4



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Constructability Map

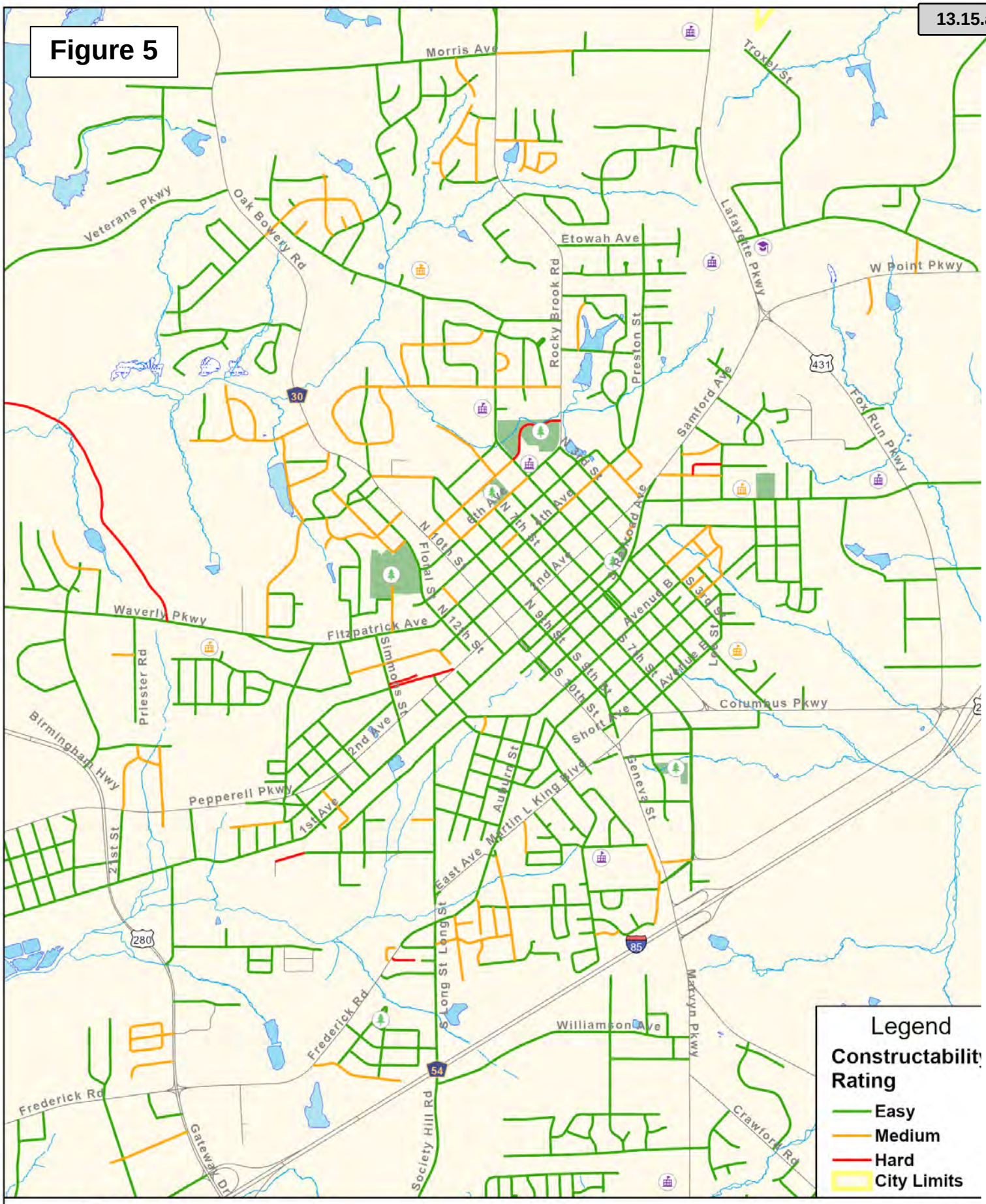
Bicycle and Pedestrian Plan
Opelika, Alabama

NOT TO SCALE

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Figure 5



CITY OF OPELIKA alabama

Constructability Downtown Map

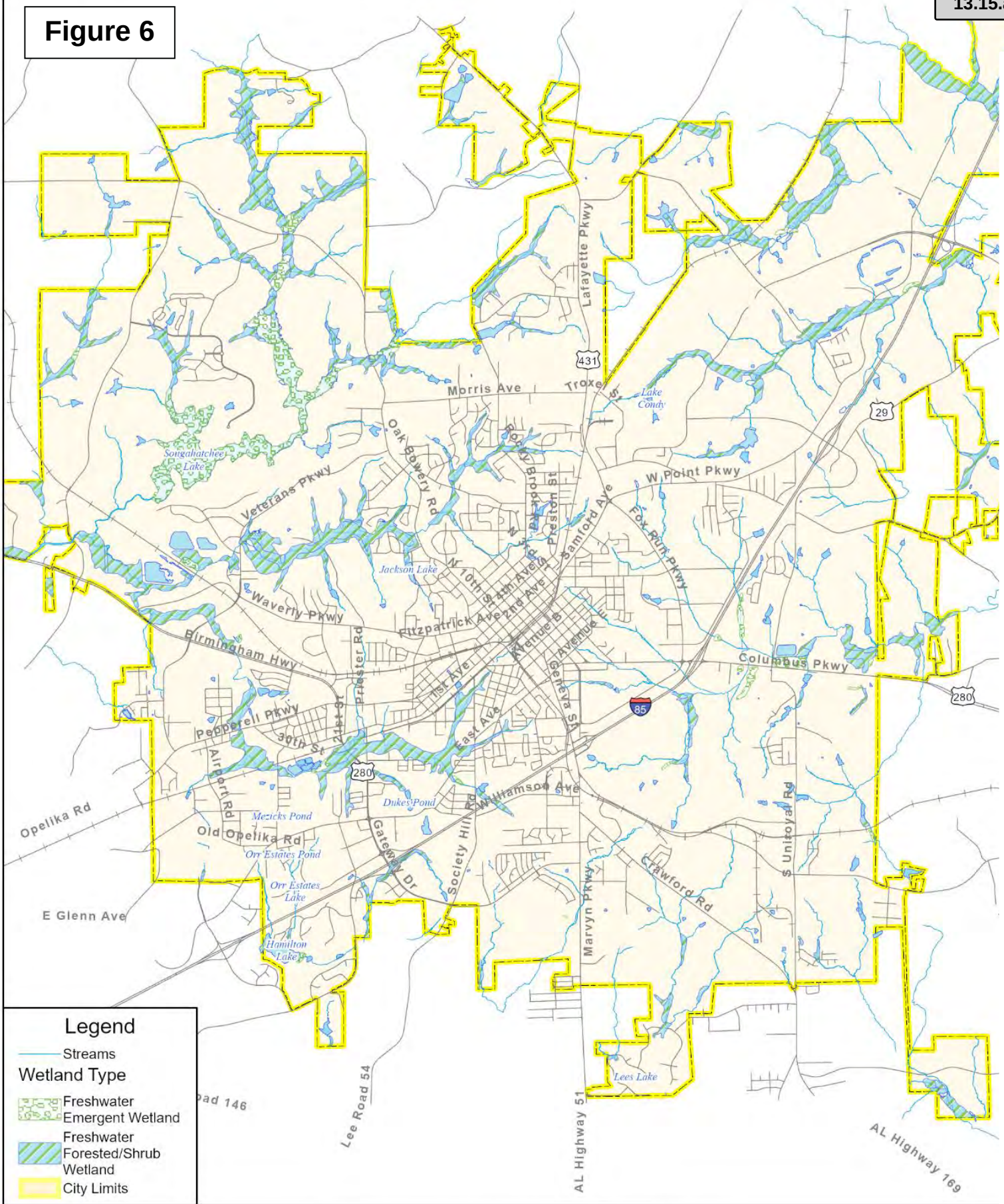
Bicycle and Pedestrian Plan
Opelika, Alabama

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Figure 6



Streams and Wetlands Map

Bicycle and Pedestrian Plan
Opelika, Alabama

CITY OF OPELIKA alabama

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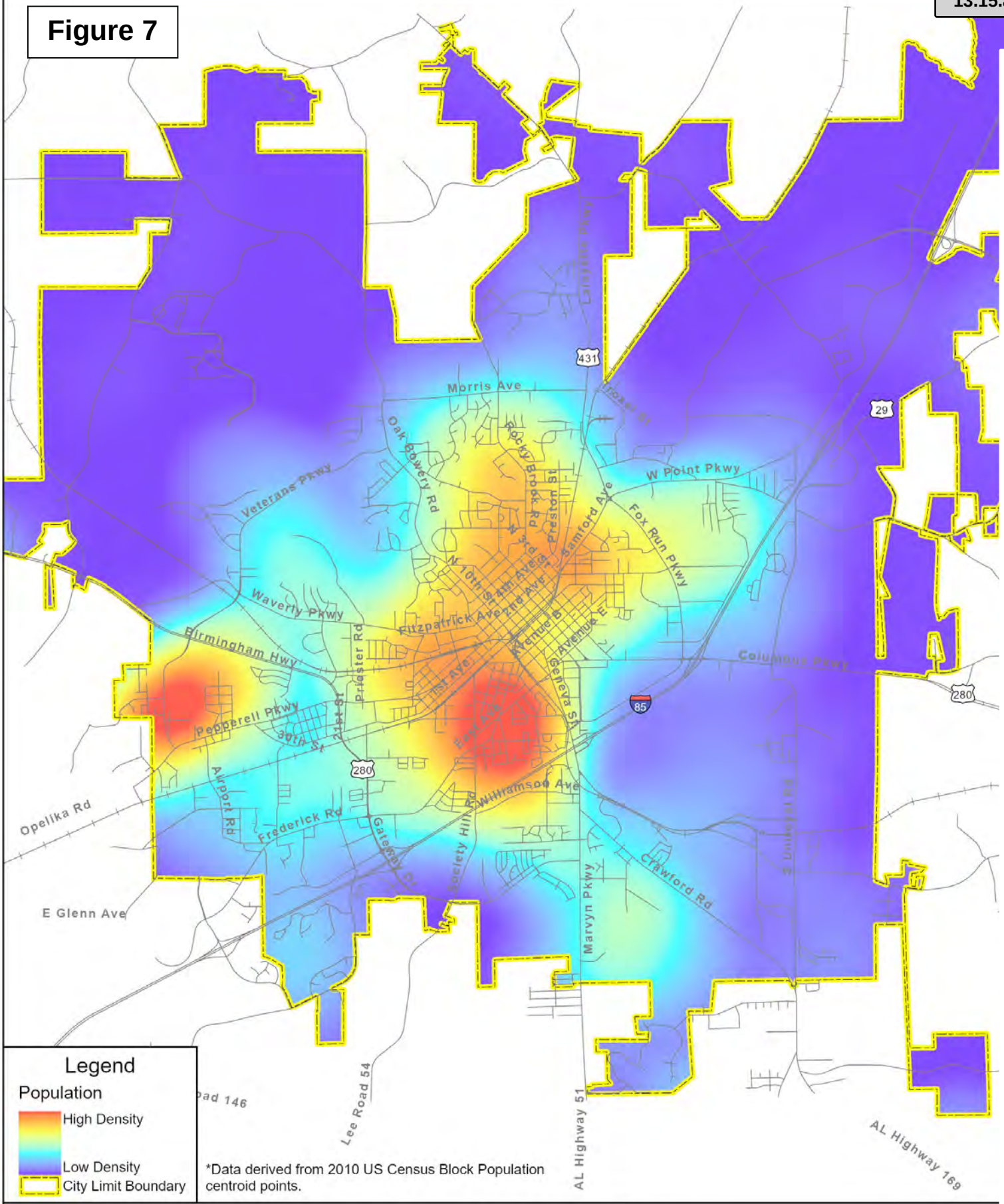
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Population Heat Map

In order to connect people to places effectively, it is critical to understand the population distribution throughout the City. The downtown area is the most densely populated location within the City. There is also a densely populated area just north of Pepperell Parkway in the vicinity of Veterans Parkway. In general, the least populated areas are north of Veterans Parkway, Morris Avenue, and West Point Parkway as well as south of I-85. Figure 7 shows a heat map of the City's population density.

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Figure 7



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Population Heat Map

Bicycle and Pedestrian Plan
Opelika, Alabama

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Environmental Justice

Environmental Justice is a component of the National Environmental Policy Act (NEPA) that seeks to ensure that all socio-economic groups share in the benefits and burdens of Federal transportation projects. Using the Environmental Protection Agency's (EPA) Environmental Justice Screening Tool, socio-economic factors within the City of Opelika can be cross-referenced with existing facility inventory, planned projects, and connectivity to achieve an equitable bicycle and pedestrian plan for the City.

Figure 8 highlights typical environmental justice-related metrics within the City based on the EPA's Environmental Justice screening tool.

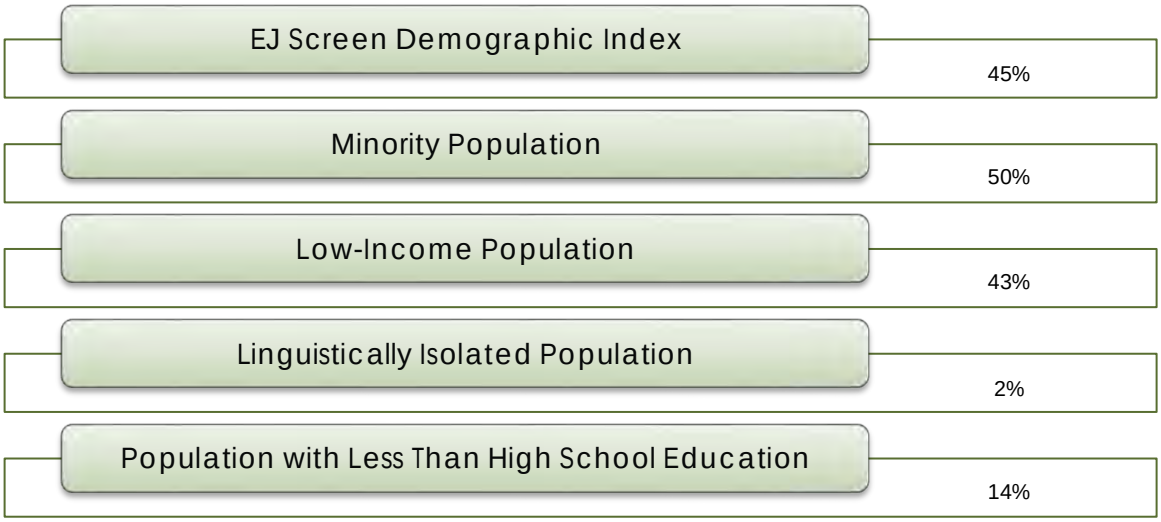


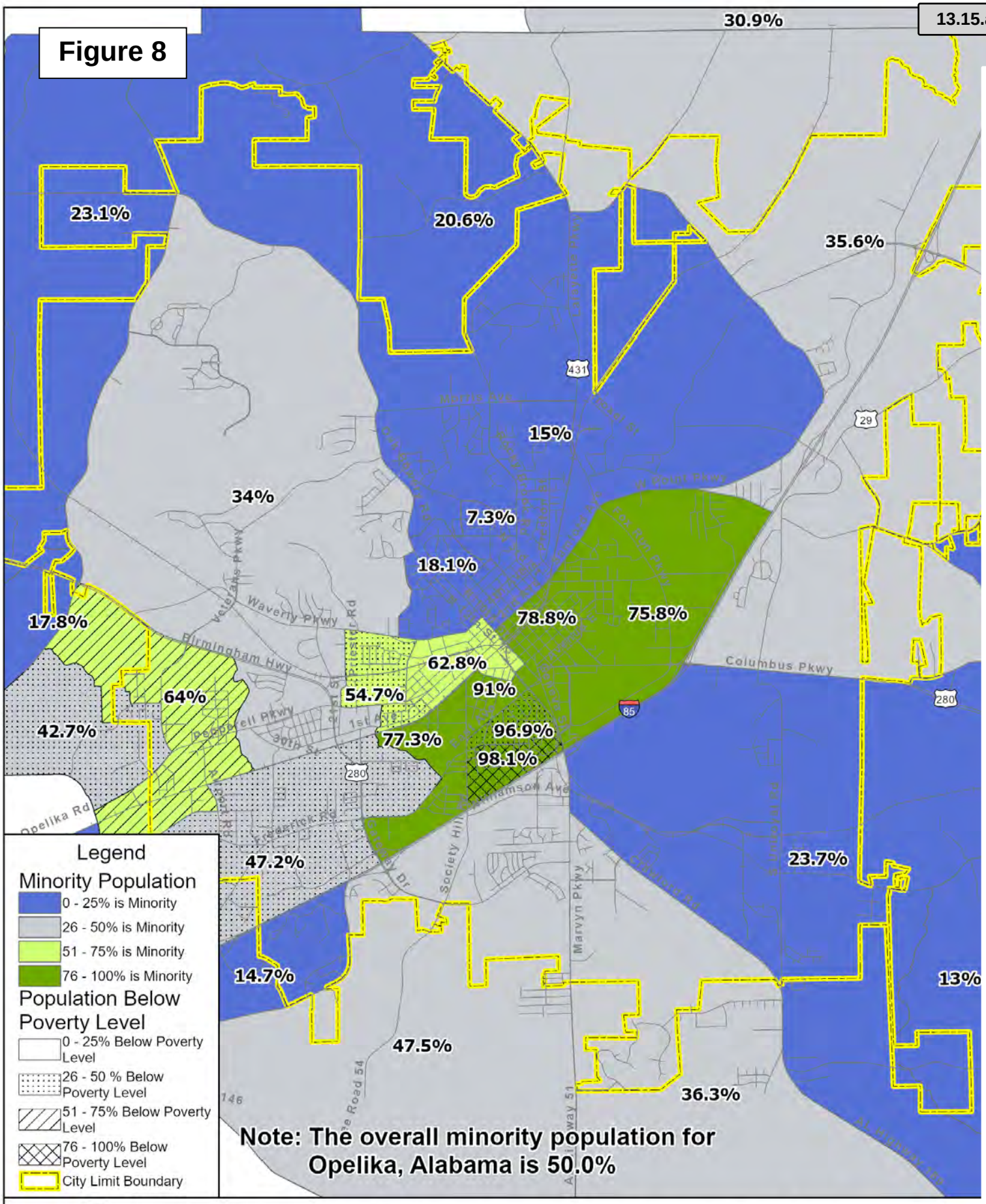
Figure 8: Demographic Indicators for Environmental Justice Communities within the City of Opelika

Figure 8 identifies specific census tracts where environmental justice concerns are likely. This is based on census data for minority population and poverty level. In economically disadvantaged locales, car ownership is less prevalent; therefore, bicycle and pedestrian facilities are more likely to provide safer, more necessary transportation options for citizens residing there. One example within the City is the areas west of downtown, as shown on Figure 8.

The census tracts with the highest minority populations lie immediately southeast and southwest of downtown Opelika. Historically, this population group has been underserved in terms of safer bicycle and pedestrian facility availability, so connecting these areas with commercial land use zones will be a part of the Master Plan and other short term implementation recommendations.

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Figure 8



Environmental Justice Communities Population Map

Bicycle and Pedestrian Plan
Opelika, Alabama

CITY OF OPELIKA alabama

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Existing Documents

AOMPO Bicycle and Pedestrian Plan (2016)



This plan contains maps and analyses that will contribute to the City's bicycle and pedestrian plan.

- Bicycle and Pedestrian LOS
- Bicycle and Pedestrian Demand Maps
- Public Input
- Facility Needs
- Typical Sections

City of Opelika 2020 Comprehensive Plan (2009)

This plan contains high-level objectives and policy goals regarding bicycle and pedestrian infrastructure. It specifically mentions enhancing livability within the City through "The Five E's of a Bicycle Friendly America" from the League of American Bicycles.

- ❖ Engineering
- ❖ Education
- ❖ Encouragement
- ❖ Enforcement
- ❖ Evaluation & Planning



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City of Opelika Master Plan 2030 (2016)



Similar to the Comprehensive Plan 2020, the Master Plan 2030 mentions high-level policy and goals for bicycle and pedestrian infrastructure.

- Development of shared facilities and converting existing, underutilized roadways to include multimodal options.
- New and rehabilitated sidewalks in downtown and residential areas that meet ADA requirements.
- Lighting streetscapes and landscaping to promote safe use of facilities.

Creekline Trails of Opelika (2018)

Creekline Trails of Opelika is a plan originated by a grassroots effort and first presented to the City in the fall of 2018 by members of the community. The plan stresses the benefits in quality of life and community attractiveness to potential residents and businesses that greenways and multimodal facilities can bring. Specific projects expressed within the plan center on the following visionary recreational offerings: Creekline Trails, Pepperell Park, Waverly Park, and Saugahatchee Lake

Figure 10 shows a comprehensive map of the facilities recommended by the Creekline Trails of Opelika plan.



In addition to identifying visionary parks and recreation facilities, the plan includes existing roadways that would benefit from new on- or off-street bicycle and pedestrian facilities. The plan lays out several phases of improvements.

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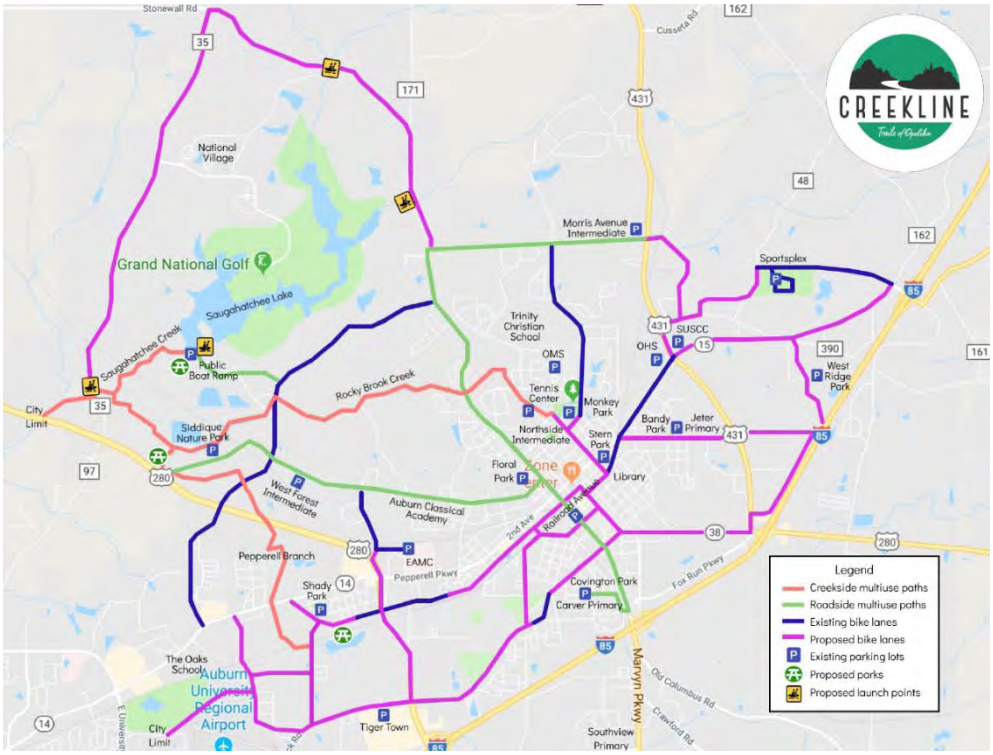
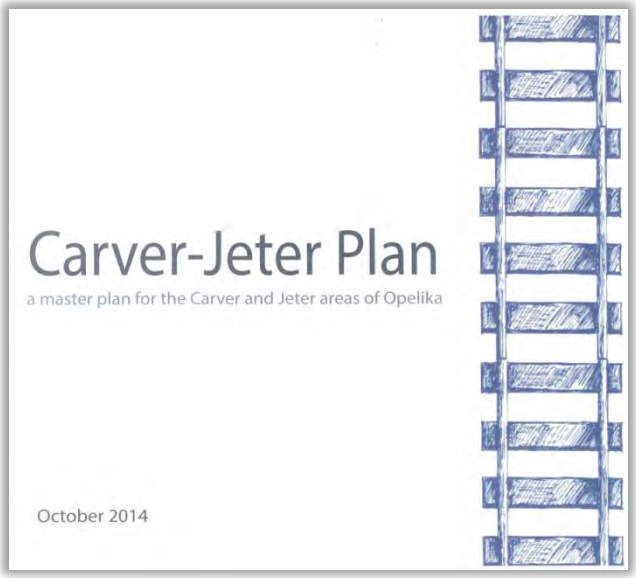


Figure 10 is from the original Creekline Trails of Opelika presentation as a full build-out of its vision. The map includes multi-use paths, bike lanes, and parks.

Figure 10: Creekline Trails of Opelika Visionary Plan

Carver-Jeter Plan (2014)

The Carver-Jeter Plan is a City-led neighborhood revitalization plan aimed at increasing mobility and preserving two historically significant areas of the City. The Carver and Jeter neighborhoods are situated near the town center between the Railroad Avenue district and Interstate 85. Both neighborhoods are products of African-American community leaders and their rich heritage in the development of the City since the 1860's.



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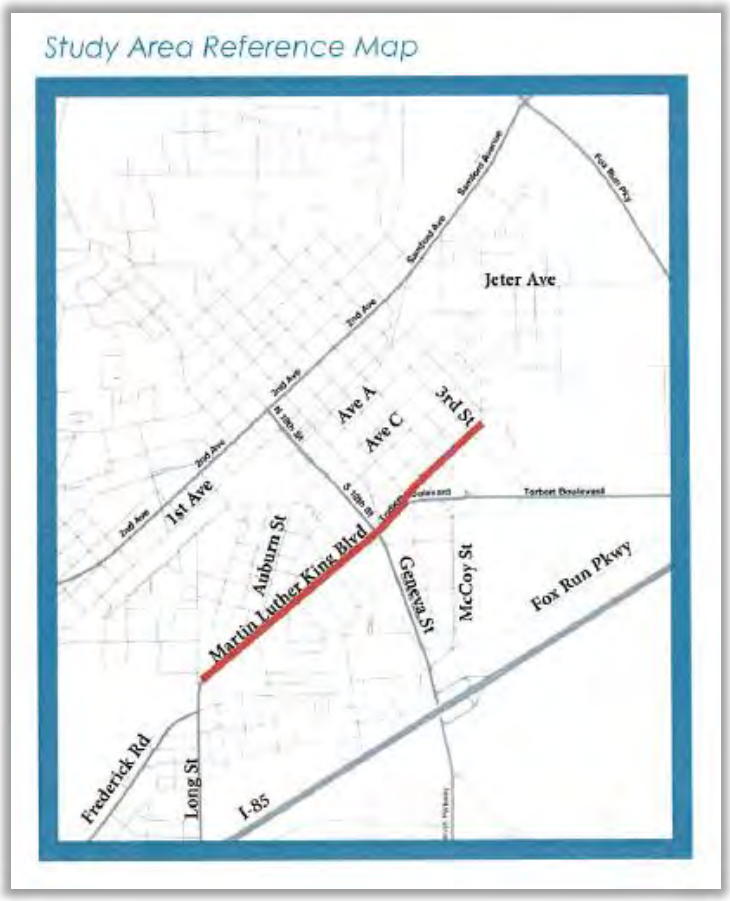


Figure 11: Carter-Jeter Plan's Historic Darden Trail

Specific to bicycle and pedestrian facilities, the main tenet is the Historic Darden High School Trail. The Trail is proposed to run concurrently with Martin Luther King Boulevard and Avenue E from Long Street to 3rd Street, near the location of the Historic Darden High School (see Figure 11). Plaques, murals, and art are proposed along the path to educate the community of its historic significance and inspire residents to follow their dreams.

Additionally, the plan calls for traffic calming measures to increase safety for vulnerable road users such as bicyclists and pedestrians.

Carver and Jeter Community Pedestrian and Traffic Safety Studies (2020)

With the assistance of The Fifty Fund and community leaders, two micro-studies highlighting pedestrian and bicycle safety issues were performed in the Carver and Jeter communities. Each study included a walk-through audit in the field to identify and confirm safety deficiencies, figures depicting recommended improvements, and a list of prioritized improvements.

At the time of this Plan, the contents of the studies have not been finalized or published. However, many of the preliminary recommendations address traffic calming, pedestrian crossing locations, and enhanced signage. No specific recommendations from the studies are included in this Plan, but many treatment types recommended by the studies are outlined in the Toolbox section of the Plan.

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AOMPO FY 2020-2023 TIP (2019)

The AOMPO's Transportation Improvement Plan for Fiscal Years 2020 – 2023 lists four projects specific to bicycle and pedestrian infrastructure. Project details can be found in Table 1.

Table 1: Programmed TIP Projects for Bicycle and Pedestrian Facilities

Project Type	Project Location	Fiscal Year*	Funding Source
Streetscape	1st Avenue and 8th Street	2020	Transportation Alternatives Program (TAP)
Sidewalks	Pepperell Pkwy from Lowndes St to Gateway Dr	2020	Surface Transportation Plan (STP)
Sidewalks	Pepperell Pkwy from Westend Ct to Gateway Dr	2021	Surface Transportation Plan (STP)
Sidewalks	Pepperell Pkwy from Lowndes St to the Auburn City Limits	2023	Surface Transportation Plan (STP)

*Fiscal Year in which the construction phase is planned to occur.

On the local network, there is one streetscape project slated to be performed along 1st Avenue and 8th Street near the Railroad Avenue district. The other three projects include sidewalk installation along Pepperell Parkway. Because they are programmed projects, the finished product of each facility will be included for network connectivity consideration within the Plan. Figure 7 indicates a densely-populated area just north of Pepperell Parkway in this area, which presents an opportunity for the Plan's recommendations to achieve greater network connectivity with the local street network.

AOMPO 2045 LTRP (DRAFT) (2020)

The AOMPO's 2045 Long Range Transportation Plan lists a number of projects specific to bicycle and pedestrian infrastructure.

- Pedestrian
  - Veterans Parkway from Pepperell Parkway to Academy Drive
  - Jeter Avenue from South Railroad Avenue to Fair Street
- Bicycle
  - 10th Street from 2nd Avenue to Martin Luther King Boulevard
  - 6th Street from 2nd Avenue to Columbus Parkway
- Bicycle and Pedestrian
  - Pleasant Drive from Pepperell Parkway to Waverly Parkway
  - 1st Avenue from Thomason Drive to North 11th Street
  - Opelika Road/Pepperell Parkway/2nd Avenue/Samford Avenue from the Auburn City Limits to Lafayette Parkway

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ALDOT Statewide Bicycle and Pedestrian Plan (2017)

The purpose of the Alabama Statewide Bicycle and Pedestrian Plan is to establish a vision that supports walking and bicycling as modes of transportation in the state and help guide investment in bicycle and pedestrian facilities that maximize limited available funding. The plan was developed by the Alabama Department of Transportation (ALDOT) and stakeholders to provide guidelines for safe bicycle and pedestrian facilities. The plan promotes walking and bicycling as safe, comfortable, and convenient modes of transportation in all communities across the state for people of all ages and abilities. State routes within the city limits of Opelika include the following roadways:

- State Route 1 (US-431) – Lafayette Parkway
- State Route 15 (US-29) – I-85
- State Route 38 (US-280) – Gateway Drive
- State Route 51 – Marvin Parkway
- State Route 169 – Crawford Road

The ALDOT Bicycle and Pedestrian Plan (2017) outlines does not recommend specific locations for pedestrian facilities, but it does provides recommendations for bicycle facilities in the form of "bicycle corridors" and "bicycle routes."

Bicycle Corridor – Broadly defined linear areas connecting destination intended to identify future bicycle route development.

Source: ALDOT Bicycle and Pedestrian Plan (2017)

The ALDOT Bicycle and Pedestrian Plan further breaks down the bicycle corridors into "priority" corridors and "vision" corridors. The priority corridors are represented by a circular area centered on cities and towns across Alabama (i.e., Auburn-Opelika), while the vision corridors connect cities (i.e., Auburn-Opelika to Wadley). The Auburn-Opelika metropolitan area is identified as a priority bicycle corridor that overlaps with the priority bicycle corridor of Phenix City. Vision corridor connections to the Auburn-Opelika metropolitan area include Tuskeegee, Wadley, and Phenix City.

Bicycle Route – A facility designated with a unique route intended to reach specific destinations, and should include wayfinding and destination information.

Source: ALDOT Bicycle and Pedestrian Plan (2017)

There are no specific bicycle routes identified within the ALDOT Bicycle and Pedestrian plan for the Auburn-Opelika metropolitan area. However, the area's bicycle corridor

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designation is intended to recommend bicycle route development. This Plan identifies recommended routes and facilities along the state and local roads within Opelika, but any facilities recommended on state routes merely represent potential bicycle and pedestrian routes to explore in conjunction with ALDOT.

The Statewide Plan offers guidance on recommended bicycle and pedestrian facility dimensions for roadways with various typical sections and posted speed limits. These design guidelines from Tables 4-1 and 4-2 of the Statewide Plan are shown below.

Table 4-1. Bikeway Facilities Design Guidance

Bikeway Facilities Guidance for Rural (Shoulder and Ditch) Cross Section				
ADT		<2,000	2,000 - 10,000	>10,000
Motor Vehicle Speed	< 30 mph	SL or WOL or PS (2-4 ft)	SL or WOL or PS (2-4 ft)	WOL or PS (2-4 ft)
	30 - 40 mph	WOL or PS (2-4 ft)	WOL or PS (2-4 ft)	PS (4-6 ft)
	41 - 50 mph	WOL or PS (2-4 ft)	PS (4-6 ft)	PS (6-8 ft)
	> 50 mph	PS (4-6 ft)	PS (6-8 ft)	PS (6-8 ft) or SUP (10 ft)

SL = Shared Lane, WOL = Wide Outside Lane, PS = Paved Shoulder, SUP = Shared Use Path

Bikeway Facilities Guidance for Urban (Curb and Gutter) Cross Section				
ADT		<2,000	2,000 - 10,000	>10,000
Motor Vehicle Speed	< 30 mph	SL or WOL	SL or WOL	WOL or BL (5 ft)
	30 - 40 mph	WOL or BL (5 ft)	WOL or BL (5 ft)	WOL or BL (5 ft) or BBL (4 ft*)
	41 - 50 mph	WOL or BL (5 ft)	BL (6 ft) or BBL (4 ft*) or SBL (5 ft*)	BL (6 ft) or BBL (4 ft*) or SBL (5 ft*)
	> 50 mph	BL (6 ft) or BBL (4 ft*)	BL (6 ft) or BBL (4 ft*) or SBL (5 ft*)	BL (6 ft) or BBL (4 ft*) or SBL (5 ft*) or SUP (10 ft)

SL = Shared Lane, WOL = Wide Outside Lane, BL = Bike Lane, BBL = Buffered Bike Lane, SBL = Separated Bike Lane

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Table 4-2. Pedestrian Facilities Design Guidance

Roadway Classification and Land Use	Sidewalk/Walkway	Sidewalk/ Walkway Width	Buffer Width
Rural Highways (ADT < 2,000)	Shoulders preferred	PS (4 ft)	n/a
Rural/Suburban Highway (ADT ≥2,000 and <1 dwelling unit/acre)	Sidewalks or side paths preferred	SW (5 ft) or SUP (8-10 ft) or PS (6 ft)	2-4 ft
Suburban Highway (1 to 4 dwelling units/acre)	Sidewalks on both sides	SW (5 ft)	4-6 ft
Major Arterial (residential)	Sidewalks on both sides	SW (6-8 ft)	4-6 ft
Urban Collector and Minor Arterial (residential)	Sidewalks on both sides	SW (5 ft)	4-6 ft
All Commercial Urban Streets	Sidewalks on both sides	SW (8-12 ft)	4-6 ft
All Streets in Industrial Areas	Sidewalks on both sides preferred	SW (5 ft)	2-4 ft

PS = Paved Shoulder, SUP = Shared Use Path, SW = Sidewalk
Sources: Guide for the Planning, Design, and Operation of Pedestrian Facilities (AASHTO, 2004), Pedestrian Safety Guide and Countermeasure Selection System (FHWA, 2013)

Bicycle Friendly Community Report Card

The League of American Bicyclists (LAB) is an advocacy group for "safer roads, stronger communities, and a Bicycle Friendly America." The League provides a certification for communities with exceptional bicycle infrastructure that meets their criteria outlined in the Bicycle Friendly Community Report Card. Figure 12 displays an informational excerpt from the City's Spring 2018 application.



Figure 12: **Excerpt from the City of Opelika's LAB Report Card from Spring of 2018**

Depending on the community's ability to satisfy the ten criteria listed in Figure 13, it can be awarded Gold, Silver, or Bronze certification, and receive feedback aimed at

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achieving the next level for each application. There are currently two bicycle friendly communities in the state of Alabama: Gulf Shores and Auburn. Both cities have achieved the Bronze award, according to the League of American Bicyclists.



Figure 13: 10 Building Blocks of a Bicycle Friendly Community (Source: League of American Bicyclists)

The City has applied twice (Fall 2016 and Spring 2018) and received feedback from the League regarding the key steps to achieving the Bronze award status as a Bicycle Friendly Community. Significant progress was made in most report card criteria between the two applications, but additional steps need to be taken to be in line with the average metrics measured within Bronze-level bicycle friendly communities across the country. The City's most recent application feedback indicated that its efforts in the following areas equaled or exceeded the average across all Bronze-level communities:

- Bicycle Education in Schools
- Bike Month and Bike to Work Events
- Active Bicycle Advocacy Group
- Bicycle-Friendly Laws and Ordinances
- Bike Plan is Current and is Being Implemented

Addressing the remaining five report card building blocks and implementing key steps outlined by the League to achieve the Bronze award will be a central tenet of the Master Plan and specific improvement recommendations. These five building blocks are outlined on Figure 14 with key characteristics specific to each building block.

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High Speed Roads with Bike Facilities

- On-street bicycle facilities where posted speed is > 35 MPH
- Facilities that meet or exceed AASHTO or NACTO standards
- Inventory of roadway network miles with posted speeds less than 25 MPH, 25 MPH - 35 MPH, and greater than 35 MPH
- Average Bronze-level community reported 20%

Total Bicycle Network Mileage to Total Road Network Mileage

- Off-street bicycle accommodations such as shared use paths or singletrack
- On-street bicycle facilities
- Average Bronze-level community reported 25%

Share of Transportation Budget Spent on Bicycling

- Track data for five years
- Average bronze-level community spends 7% of transportation budget on cycling
- 207 out of 275 bronze-level applications reported this percentage

Active Bicycle Advisory Committee

- As of Spring 2018, the City's committee meets every two months.
- Average Bronze award community's committee meets monthly

Bike Program Staff to Population

- Ratio as of Spring 2018 is 1 staff to 299,000 population.
- Average Bronze award community ratio is 1 staff to 149,000 population.

Figure 14: Building Blocks on Bicycle Friendly Community Report Card

In addition to progress identified as the Building Blocks, report card feedback includes key steps to take for communities to reach the next level award from their current status. The City received the following feedback to make progress towards the Bronze award as a Bicycle Friendly Community:

- Adopt a Complete Streets policy with implementation guidance.
  - Resource: *FHWA Small Town and Rural Multimodal Network Guide (2016)*
- Adopt a bike parking ordinance for new and existing buildings.
  - Resource: Association of Pedestrian and Bicycle Professionals (APBP)
- Evaluate reducing speeds on community roadways or implementing traffic calming measures to optimize neighborhood greenways for biking.
- Host a League Cycling Instructor (LCI) seminar to increase the number of local LCI's and boost community education for cyclists and motorists.

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- ❖ Organize a Bike to Work Day event.
- ❖ Encourage more local businesses, agencies, and organizations to promote cycling to their employees and customers through the national Bicycle Friendly Business program.
- ❖ Encourage Southern Union State Community College to apply to the Bicycle Friendly University program.
- ❖ Create a bicycle count program for data collection, gauge facility use, and collect observational demographic counts to examine social equity goals.

Several of the aforementioned key steps are potential by-products of the foundation built in this Plan, while others may require additional human resources. Similar to the Building Blocks of the report card, the key steps to Bronze outlined by the League of American Bicycle's feedback will contribute to the Plan and its recommendations. Information regarding the engineering and planning-related aspects of these steps can be found in the Toolbox section of this Plan.

Figure 15 shows the LAB-designated bicycle friendly entities within the State of Alabama. Based on the metrics of these entities within the state of Alabama and beyond, each of the three are likely attainable within the City of Opelika.

ALABAMA

COMMUNITY	STATE	AWARD	POPULATION	JURISDICTION	LAND USE	
Auburn	AL	Bronze	53393	Town/City/Municipality		view report card | map it
Gulf Shores	AL	Bronze	11689	Town/City/Municipality	Small town	view report card | map it

BUSINESS	STATE	AWARD	EMPLOYEES	CITY	INDUSTRY	
Pro Cycle & Triathlon	AL	Silver	3	Fairhope	Bicycle Industry	map it
Infirmary Health	AL	Bronze	2500	Mobile	Medical/Health	map it
Bicycle Cove	AL	Bronze	4	Brownsboro	Bicycle Shop	map it
Straight To Ale Brands, Inc.	AL	Bronze	45	Huntsville	Brewery	map it

UNIVERSITY	STATE	AWARD	ENROLLMENT	CITY	
University of Alabama at Birmingham	AL	Bronze	20902	Birmingham	map it
Auburn University	AL	Silver	30440	Auburn	map it

Figure 15: Bicycle Friendly Communities, Businesses, and Universities in Alabama

The bicycle-friendly universities in Alabama enrollment numbers are high, but there are a number of Bronze- and Silver-level colleges and universities with enrollment less than 5,000 students:

- Lees-McRae College (Banner Elk, NC) – 660
- Alfred University (Alfred, NY) – 2,275
- Concordia College (Moorhead, MN) – 2,096
- Hendrix College (Conway, AR) – 1,338
- Knox College (Galesburg, IL) – 1,398
- University of New England (Biddeford, ME) – 2,700

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Stakeholder Input Forms

At the project kickoff meeting, stakeholders were provided with a questionnaire to be used as a vehicle for obtaining more local knowledge of bicycle and pedestrian facility conditions that may not be immediately clear from a field visit. Several questions were included for stakeholders to answer:

- Are there any areas in which you have walked or biked that you felt unsafe?
- Are there any short segments of existing bicycle or pedestrian accommodations that you feel lack connections?
- Are there any specific roadways in which you think the installation of a sidewalk or bike accommodation would be an easy (inexpensive) installation?

Sain Associates received three (3) forms from stakeholders. The following tables include a summary of the responses.

Table 2: Stakeholder Input Form Results - Safety Concerns

Road	Location Description	Stakeholder Input
Morris Avenue	Oak Bowery Rd to Lafayette Pkwy	Narrow road, no shoulder, high speed limit, no sidewalk.
Oak Bowery Road	Morris Ave to N 10th St	High speeds, no shoulder, no sidewalk, residential area.
1st Avenue	Simmons St to N 8th St	No sidewalk, little to no shoulder, highly trafficked, common bike route, common pedestrian route, areas of low visibility.
Waverly Parkway	US-280 to 4th Ave	No shoulder, no sidewalk.
Pepperell Parkway/2nd Avenue	City Limits to N 2nd St	Highly trafficked, little to no sidewalks, high speeds.
Cunningham Drive	1st Ave to Frederick Rd	Little to no shoulder, common bike route.
Frederick Road	Bent Creek Rd to Martin Luther King Blvd	High speeds, sidewalk and bike lanes end abruptly.
Samford Avenue	S Railroad Ave to US-431	Dangerous bi-directional bike path needs to be redesigned.
Rocky Brook Road	N 3rd St to Morris Avenue	Needs restriping

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Table 3: Stakeholder Input Form Results - Existing Facilites Lacking Connection

Location Description	Facility Type
Morris Avenue to Andrews Road	Bicycle
Opelika High School and Southern Union State Community College to Opelika Sportsplex	Sidewalk

Table 4: Stakeholder Input Form Results - Easy Installation Connection

Road	Location Description	Facility Type
Hamilton Road	Tigertown to Bent Creek Rd/Auburn City Limit	Bike lanes
Lafayette Pkwy (US-431)	Samford Ave to Opelika High School and Southern Union State Community College	Sidewalk
1st Avenue	10th St to Simmons St	Sidewalk

Each stakeholder input form received indicated a general request for more frequent maintenance on existing bicycle and pedestrian facilities throughout the City. Stakeholders also expressed a desire for bicycle and pedestrian facilities in the following areas:

- New skate park at Indian Pines (shared facility with City of Auburn)
- Golf course and airport area as a cycle corridor

Field Review

After receiving feedback from stakeholders, Sain Associates performed a field visit on Thursday, June 11th, 2020, from 10:00 AM to 5:30 PM to look at roadways mentioned as safety concerns by stakeholders. Additional data collection was also performed throughout the month of May 2020. Field review tasks included a windshield review of existing bicycle and pedestrian facilities and a feasibility evaluation of proposed facilities identified by stakeholders.

Morris Avenue

Morris Avenue is an urban minor arterial roadway with a speed limit of 45 MPH. The road is approximately 1.9 miles long, connecting Oak Bowery Road to US-431. Stakeholders expressed concerns with the narrow lanes, lack of shoulder, high speed limit, and no sidewalk. Rocky Brook Road, which has bike lanes, intersects Morris Avenue approximately 0.8 miles from US-431. Naturally, Morris Avenue experiences bicycle traffic due to its proximity to Rocky Brook Road and its role in the local street network. The 2018 AADT of Morris Avenue is less than 5,000 vehicles per day, and land use adjacent to the roadway is predominantly residential.

Morris Avenue has minimal horizontal curvature, which leads to higher travel speeds than the posted speed limit. A 45 MPH speed limit is not conducive to safe bicycle travel

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without any type of shoulder or separated facility. The constructability rating of this roadway is a mix of easy and medium difficulty due to moderately steep front slopes descending from the roadway surface level. Photo 1 shows a view of Morris Avenue looking westbound from the Rocky Brook Road northbound approach.



Photo 1: View of Morris Avenue from Rocky Brook Road

1st Avenue

1st Avenue is an urban minor arterial roadway carrying less than 7,500 vehicles per day. It connects downtown Opelika with Pepperell Parkway just west of US-280 and presents a lower-stress opportunity for cyclists and pedestrians than 2nd Avenue. There are no existing bicycle facilities, and existing sidewalks are inconsistent. Stakeholders expressed a need for sidewalks from Simmons Street to North 8th Street.

Existing sidewalk along 1st Avenue is prevalent; however, the segments lack connection, vary in width, and in some cases are striped over for vehicle parking. Commercial establishments and residential homes line 1st Avenue between Simmons Street and North 8th Street. There is a railroad crossing just west of North 10th Street that breaks the sidewalks on both sides of 1st Avenue, and intersections along this segment of roadway lack pedestrian crossings. Parts of 1st Avenue also lack access management. 1st Avenue earned a constructability rating of easy installation due to its flat shoulder grades, but it will cause impacts to adjacent businesses if the installation eliminates their only parking. Photo 2 shows the north side of 1st Avenue between North 11th Street and North 13th Street, where existing sidewalk is used as vehicle parking.

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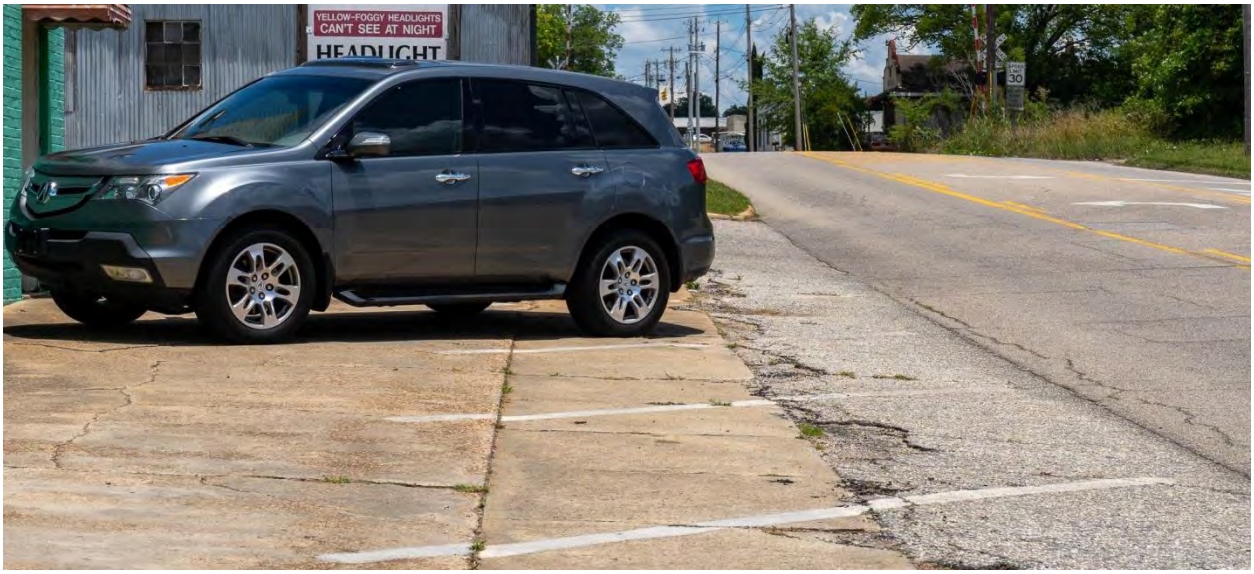


Photo 2: 1st Avenue sidewalk used as vehicle parking

Waverly Parkway

Waverly Parkway is an urban minor arterial roadway that runs west from the downtown street grid. It intersects US-280 at its western terminus and transitions to 4th Avenue on its eastern end. The 2018 AADT of Waverly Parkway is less than 7,500 vehicles per day. There are multiple schools along this roadway and land use is mostly residential. Siddique Nature Park is located on the north side of Waverly Parkway between US-280 and Veterans Parkway. Stakeholders cited a lack of shoulder and lack of sidewalk as safety concerns along this roadway. Bike facilities on Dunlop Drive and Veterans Parkway present logical opportunities for network connectivity along Waverly Parkway. The constructability rating of Waverly Parkway is designated as easy installation. The roadway itself is concrete-paved.

Pepperell Parkway/2nd Avenue

Pepperell Parkway/2nd Avenue is an urban principal arterial that runs from the western Opelika city limits towards downtown. Land use along the roadway is primarily commercial with some residential homes. The 2018 AADT of Pepperell Parkway exceeds 20,000 vehicles per day in certain locations. Stakeholders cited a lack of sidewalks, high traffic volumes, and high vehicle speeds as safety concerns.

Multiple programmed sidewalk projects are slated to take place in Fiscal Year 2020 along Pepperell Parkway, which will connect to existing sidewalk along 2nd Avenue. Photo 3 displays a view of existing sidewalk on the north side of 2nd Avenue just east of 16th Street. The high traffic volumes and speeds along Pepperell Parkway's five-lane typical section are not conducive to bicycle travel. In order to achieve a complete street for all modes, a separated bicycle facility would likely be needed to meet industry standards.

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Photo 3: Existing Sidewalk along 2nd Avenue

Cunningham Drive

Cunningham Drive is a collector roadway connecting 1st Avenue to Frederick Road near the Auburn University Regional Airport. The 2018 AADT of Cunningham Drive is less than 5,000 vehicles per day, and its constructability rating is noted as medium. Stakeholders expressed concern regarding a lack of shoulder and noted that this is a common bike route.

Frederick Road

Frederick Road is a principal arterial roadway connecting the City of Auburn to the City of Opelika, with Tiger Town Shopping Center representing a high-volume area between the two cities. Frederick Road's five-lane typical section carries more than 20,000 vehicles per day in certain locations. Stakeholders cited high vehicle speeds and abruptly-ending bicycle facilities as safety concerns.

The segment of Frederick Road with bicycle lanes is a recently-completed project to complete a connection to downtown Opelika. Apart from this three-lane section, the remaining five-lane facility is not safe for on-street bicycle travel. If it were restriped as a part of road diet, it is unlikely that the resulting roadway would present a marked improvement in bicycle safety due to high vehicle speeds. Similarly to Pepperell Parkway, a separated bicycle facility would likely be required to install a safer bicycle facility. Existing sidewalk along Frederick Road is inconsistent in certain areas and lacks connectivity. Photo 4 shows existing sidewalk on the south side of Frederick road near Tiger Town Shopping Center.

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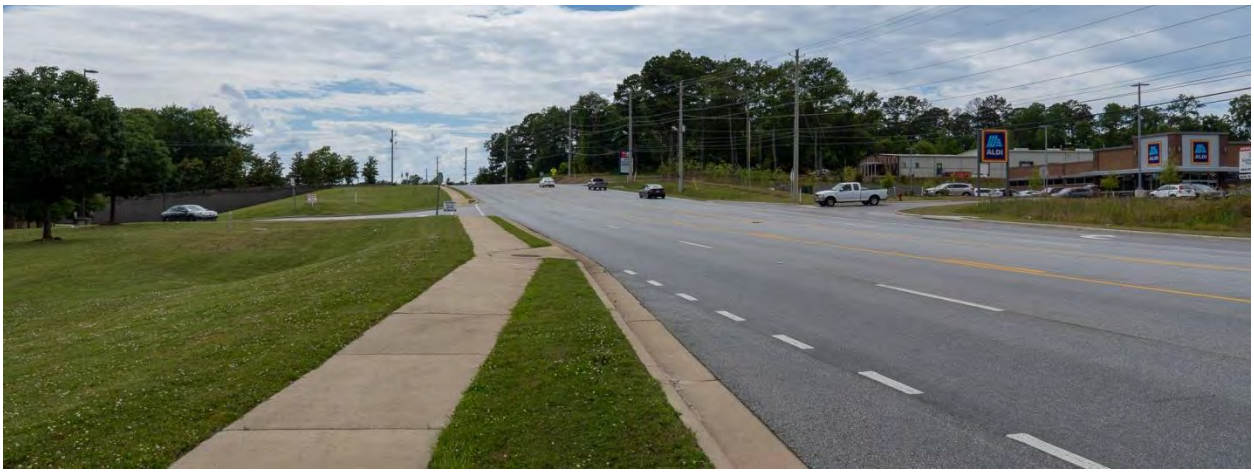


Photo 4: Sidewalk on the south side of Frederick Road near Tiger Town Shopping Center

Samford Avenue

Samford Avenue is an urban minor arterial roadway connecting downtown Opelika to the Opelika High School and Southern Union State Community College area. This roadway contains on-street, bi-directional bicycle lanes on the south side of the roadway. Stakeholders expressed concerns that the bi-directional bike lanes are not safe and should be redesigned.

Photos 5 and 6 show the bicycle facility along Samford Avenue. When considering the speed limit of 35 MPH, the facility's termini, and rider comfort, the buffered, bi-directional bicycle lanes do not represent a facility that meets FHWA or NACTO standards. Bi-directional bicycle lanes typically require more separation from vehicular travel lanes. Separation can come in the form of a vertical grade difference from the roadway surface or an increased horizontal buffer with curb and gutter between the bicycle lanes and the vehicular travel lanes. Existing sidewalk is located along the south side of Samford Avenue throughout this segment of roadway.

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Photo 5: Bi-Directional Bicycle Facility on Samford Avenue - Looking East



Photo 6: Bi-Directional Bicycle Facility on Samford Avenue - Looking West

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Rocky Brook Road

Rocky Brook Road is an urban minor arterial connecting downtown Opelika to residential neighborhoods north of downtown. Rocky Brook Road has bicycle lanes in both directions, and the 2018 AADT of the roadway is less than 5,000 vehicles per day. Municipal Park is located at the southern end of Rocky Brook Road, and Rocky Brook Road intersects Morris Avenue at its northern terminus. Stakeholders expressed the need for restriping of this roadway.

Photo 7 shows a view looking northbound on Rocky Brook Road at Municipal Park. It appears that the roadway is in need of resurfacing as well as restriping, and there is evidence of pavement rehabilitation efforts. The speed limit of 35 MPH is higher than recommended for non-buffered bicycle lanes, but the light traffic volumes aid in increasing rider comfort along Rocky Brook Road. The roadway does not have existing sidewalks and is rated as easy installation in the constructability review, although installation could require significant utility relocations.



Photo 7: View of Rocky Brook Road at Municipal Park

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3 A Purposeful Plan



North Railroad Avenue at 9th Street

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Vision – Connecting People to Places

As the City of Opelika initiated their ADA transition plan efforts, they set out to become "the safest, most business and family friendly city in America by 2023." Providing transportation connectivity for non-motorized road users is essential to this overarching vision for the City as it seeks to increase the quality of life of its citizens by connecting people to places. Ultimately, the City plans to connect all neighborhoods to destinations within the City including the city center, schools, recreational facilities, places of worship, and shopping and dining.

Currently, the City maintains approximately 216 centerline miles of roadway, 15.3% of these roadways include sidewalk and 3.5% include bicycle facilities. It is the City's desire to double these percentages by 2030 which requires the construction of 33 additional sidewalk miles and 7.5 miles of bike facilities in a ten year timeframe. The initiation of this *Bicycle and Pedestrian Plan* moves the City closer to realizing this vision. This plan will establish guidance for bicycle and pedestrian accommodations, provide prioritized and phased project recommendations, and identify short term achievable projects that will demonstrate the City's commitment to connection.

Achieving the Vision – The Plan within the Plan

For the City of Opelika, creating a bike-able and walkable community is a priority and this *Bicycle and Pedestrian Plan* establishes the guidance the City desires to appropriately and effectively implement accommodations for non-motorized transportation users. This *Plan* provides an actual implementable plan that includes key routes and connections to bicycle and pedestrian generators and destinations throughout the City of Opelika and prioritizes the installation of those proposed bicycle and pedestrian accommodations.

Existing planning documents and efforts provide the baseline for the goals established for this *Plan*. A listing of goals is provided in Table 1.

Table 5: Plan Goals

OPELIKA BICYCLE AND PEDESTRIAN PLAN GOALS
Identify non-motorized connections between people and destinations
Identify areas for increased connectivity of existing and planned facilities
Create a prioritized and phased list of projects for implementation
Identify Bronze Level Bicycle Friendly Community action items
Identify short term projects for implementation

The goals identified above can be broken down into objectives, which are defined specific tasks that can be accomplished to meet that goal. For each goal identified for inclusion in this plan, the following objectives have been established.

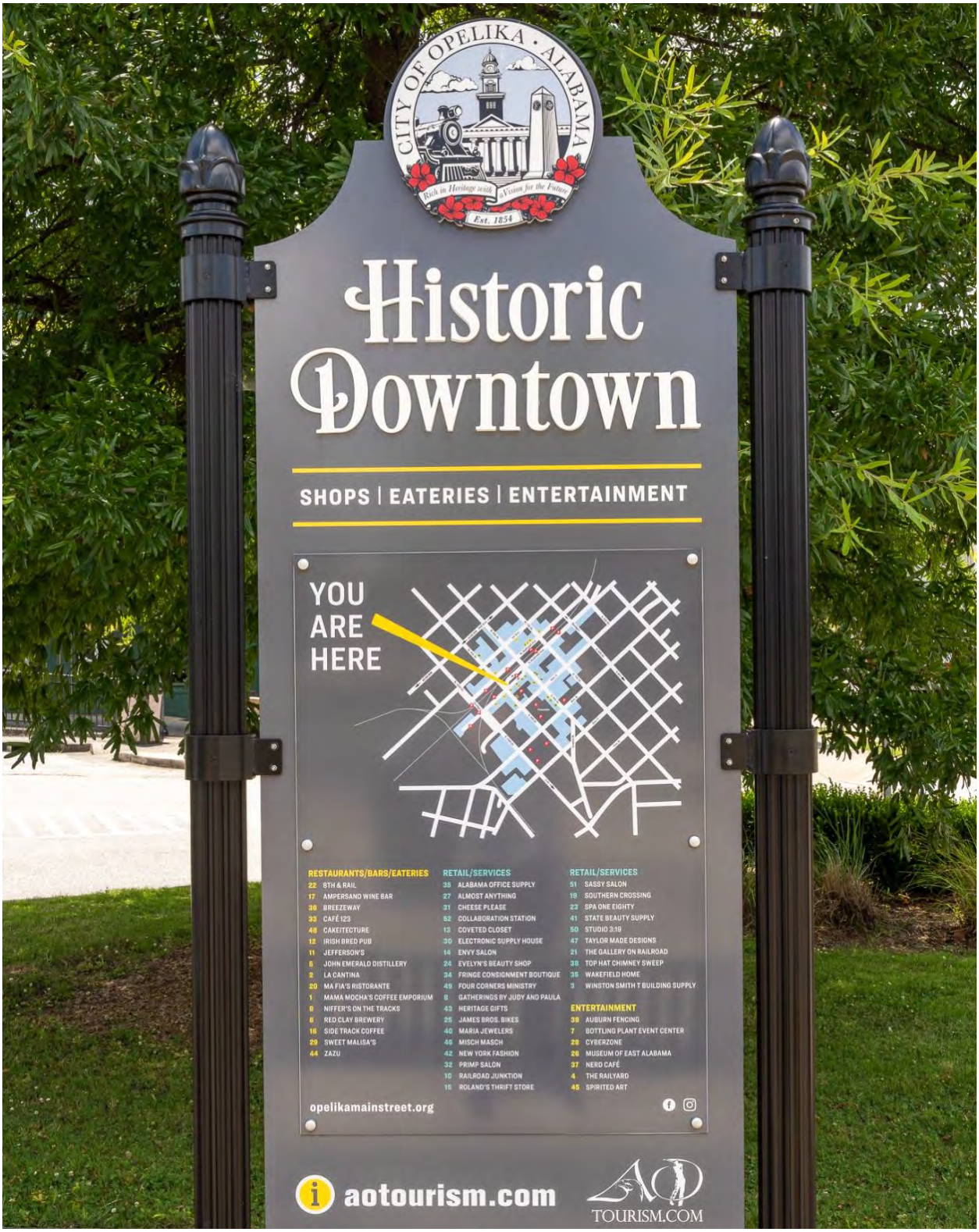
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Identify non-motorized connection between people and destinations	Identify areas for increased connectivity of existing and planned facilities	Create a prioritized and phased list of projects for implementation	Identify Bronze Level Bicycle Friendly Community action items	Identify short term projects for implementation
Identify bicycle and pedestrian generators	Identify location of existing facilities	Establish a list of prioritizing criteria and assign point values to each criterion	Establish a list of action items from the LAB report card	Identify a select number of roadway segments for short term implementation
Identify the most appropriate routes for connecting origins to destinations	Include planned facilities identified in other planning documents	Evaluate each local road based on this points system	Identify projects that will increase the share of cycling facilities in the City	Perform detailed field review of identified segments
Identify options for accommodation types	Include the connection of these facilities in the Master Plan	Focus on areas where safety concerns and heavy use has been identified by users	Focus improvement for areas where bicycle safety is a concern for users	Prepare concept mapping and identify implementation challenges
	Allow these connections to inform the identification of key routes within the City	Identify potential project areas and establish a list of project phases	Identify areas where City staff can increase cycle related activities	Prepare opinions of probable cost and identify available funding opportunities

Figure 16: Plan Goals and Objectives

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4 Master Plan



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This document identifies logical connections and routes that will most benefit users and can be implemented over time on City-owned streets. The Opelika Bicycle and Pedestrian Master Plan is comprised of existing facilities, planned or programmed facilities, and potential new facilities identified as a part of this study.

During the windshield review, existing bicycle and pedestrian facilities were identified. All identified bike lanes, paved shoulders, and sidewalks formed the foundation of the Master Plan. The planned and programmed projects identified within the existing documents summary were also added to the Master Plan. Finally, the facilities and connections identified within this study were guided by the goals and objectives put forth in the Plan's vision.

Figure 17 represents the Master Plan framed by the outer limits of the City, while Figure 18 shows the same Master Plan with a closer view of the town center where roadway density is considerably higher.

Several different facility types were considered for each connection identified in the plan. Refer to the Toolbox section of this Plan for more information regarding each facility listed.

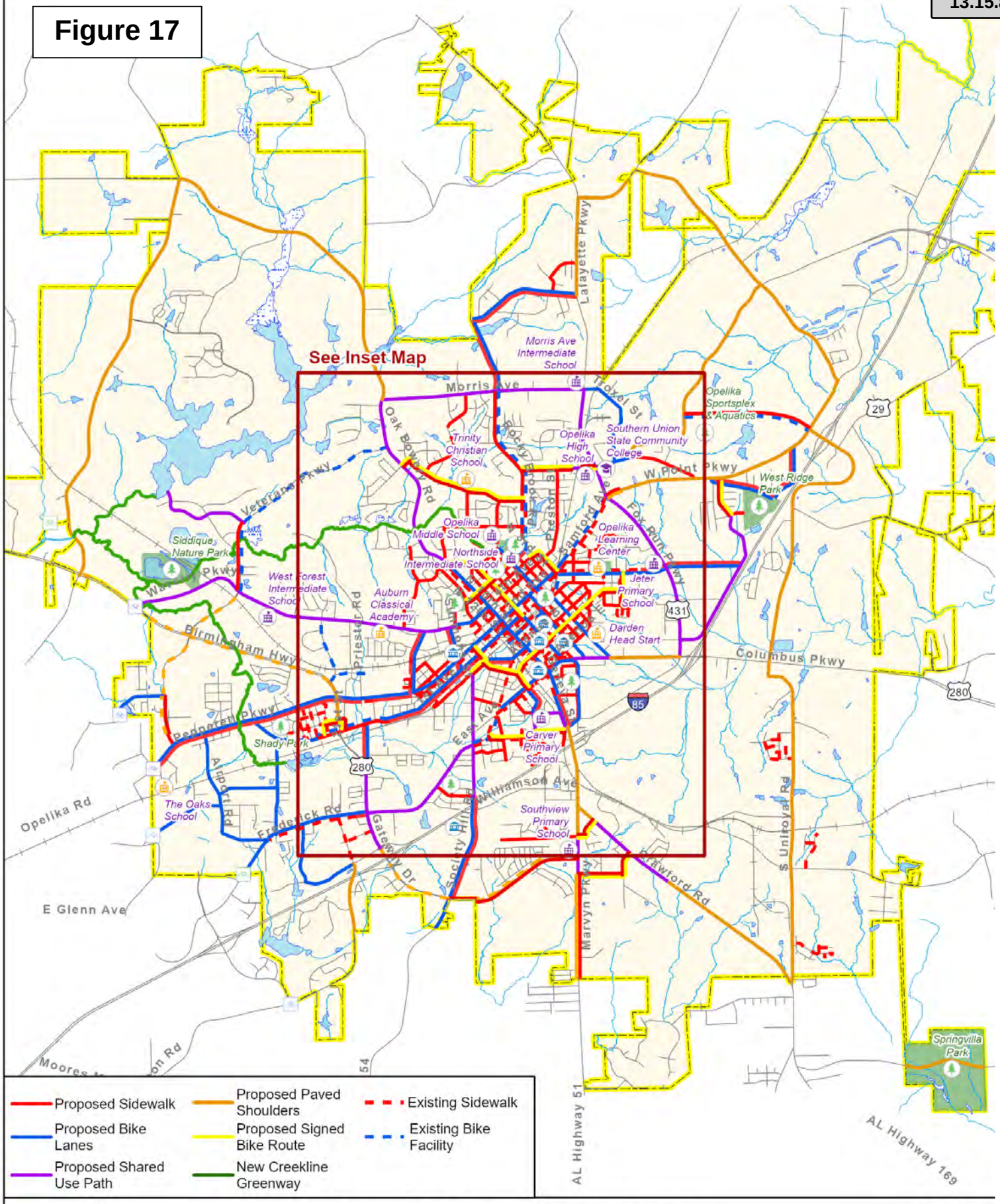
- Sidewalk
- Bicycle Lanes
- Paved Shoulders
- Bicycle Boulevard or Signed Bicycle Route
- Shared Use Path
- Creekline Greenway (See Existing Documents discussion of Creekline Trails of Opelika)

Context is essential in determining which facility type is most appropriate. At the planning level, there is insufficient context to determine this with specificity, so the facility types shown within the Master Plan were determined by using engineering judgment based on the available information. At a planning level, the location of a connection itself is identified with a much higher level of certainty than the specific facility type. As the design stage approaches for a project identified within this Master Plan, further due diligence that lies outside of the scope of this Plan should be conducted. Additional context includes but is not limited to determining accurate right-of-way location, identifying underground utilities, and performing the necessary environmental studies.

After the development of this Master Plan, each roadway identified was prioritized and phased to guide the City in the implementation of the Plan. As the City moves forward with implementation, priorities within the City and its communities may shift or change. The Master Plan should be viewed as a living document and should be periodically evaluated and adjusted as necessary.

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Figure 17



Project Map - Master Plan

Bicycle and Pedestrian Plan
Opelika, Alabama

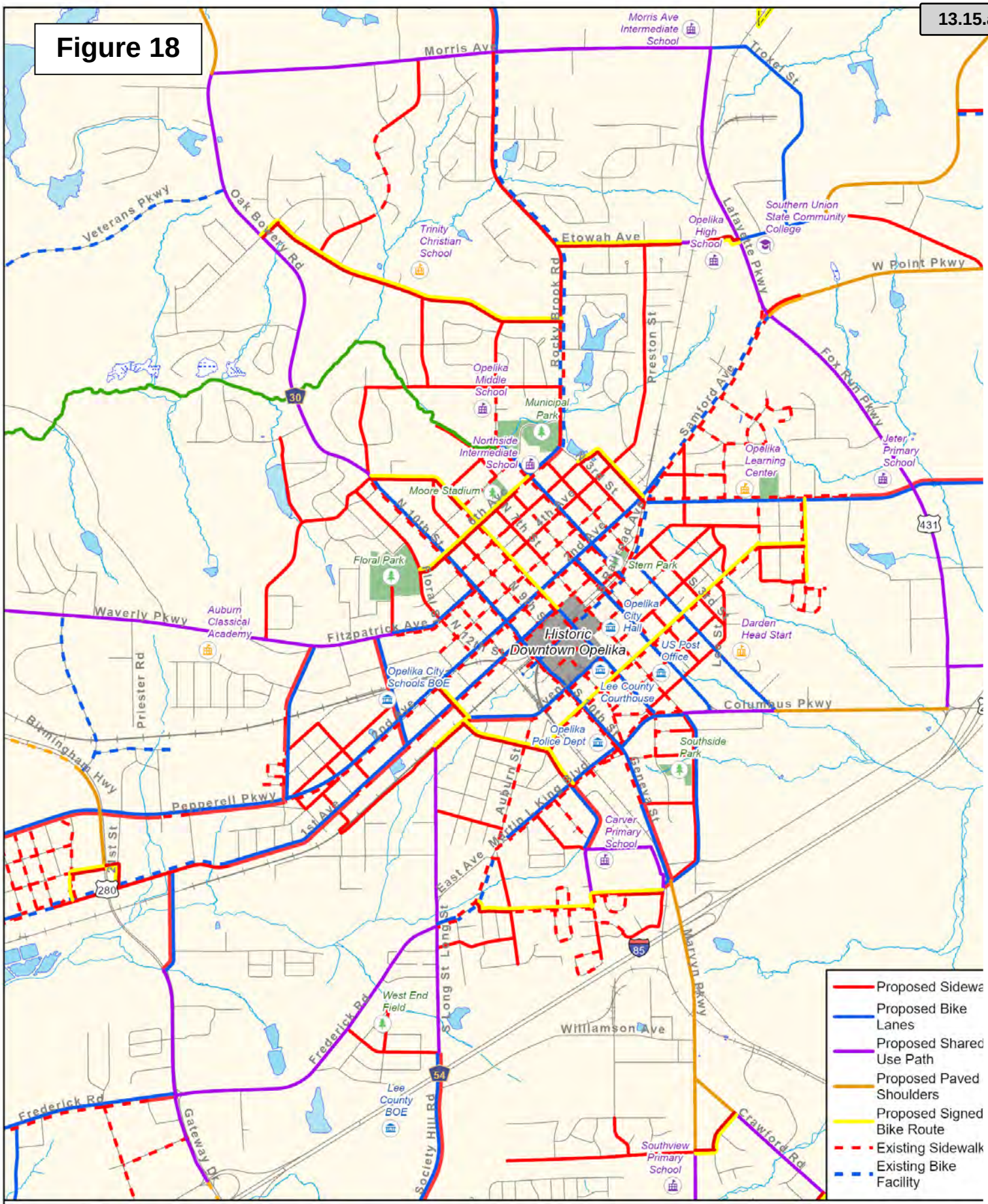
CITY OF OPELIKA alabama

NOT TO SCALE

SAIN

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Figure 18



Project Inset Map - Master Plan

Bicycle and Pedestrian Plan
Opelika, Alabama

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5 Prioritization and Phasing



Lafayette Parkway at Lake Condy Road

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Prioritization Procedure

As the City continues to grow and develop, the need for bicycle and pedestrian accommodations becomes more and more evident. However, the immediate installation of accommodations on every local route is cost prohibitive, and the creation of a prioritized list of projects will provide a guide for the City as it moves forward with implementation of the *Master Plan*.

For this *Plan*, criteria for prioritizing potential projects were evaluated and adapted from the Federal Highway Administration's (FHWA) *Pedestrian Safety Guide and Countermeasure Selection System* and from FHWA's *How to Develop a Pedestrian Safety Action Plan* to align with the primary needs of the Opelika community. Establishing priorities for potential sidewalk or bicycle facility segments included three steps:

1. Develop a prioritized list of criteria
2. Develop a methodology for using the criteria to evaluate potential sites
3. Create a prioritized list of sites for bicycle and pedestrian improvements

The FHWA's *Pedestrian Safety Guide and Countermeasure Selection System* recommends the *Points Method* as one of the methodologies for selecting locations for improvements. A weighted points system was used, and all of the criteria were assigned a range of numbers. The weights were adapted from the FHWA's *How to Develop a Pedestrian Safety Action Plan* according to the main needs of the city of Opelika. Priority is higher for projects with higher scores. Table 6 shows the points assigned to each criterion.

Table 6: Prioritization Procedure Criteria Weighting

Criteria	Generator Proximity	Expands Existing Network	Population Density	Equity	Stakeholder Input
Points	20	15	10	10	10
Criteria	**Posted Speed Limit[1]**	**Cost**	**Feasibility**	**Daily Traffic Volume Tier**	**Accesses Multiple Generators**
Points	10	10	5	5	5
Maximum Available Points = 100					

1 – Points increase for higher speeds

Generator Proximity

An important factor for the probable use of bicycle and pedestrian facilities is the proximity to important trip generators and attractors. Schools, parks, places of worship, grocery stores, libraries, senior living communities, community centers, government offices, multifamily residential developments, and dense single-family residential developments tend to produce and attract higher volumes of bicycle and pedestrian

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trips. Some origins and destinations represent necessary travel, while others are more recreational in nature. The goal of this prioritization category is not to judge which trip type is more important, but rather assign a score to a facility or project by its estimated volume of trips and distance to generators. For the purposes of this study, the difference between a large generator and a small/medium generator is based on a predictive measurement of expected non-motorized trip generation. See Figure 19 for examples of both generator sizes.

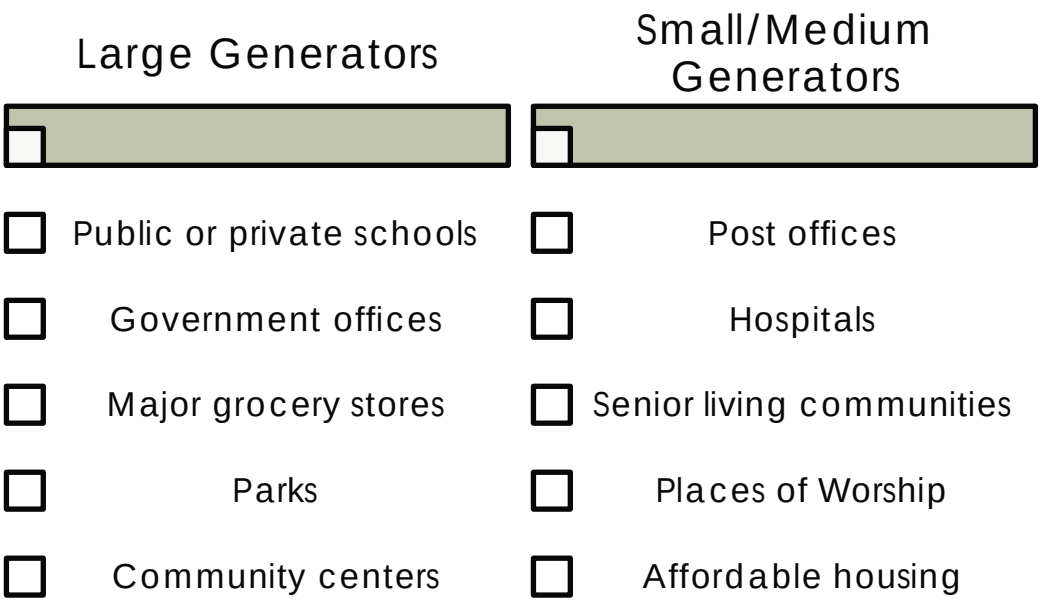


Figure 19: Bicycle and Pedestrian Trip Generator Size

The prioritization procedure includes both bicycle and pedestrian projects, but both modes of transportation have differing scales of reasonable proximity between origins and destinations. Within each category, the description that qualified for the highest score was chosen for each project. For example, there may be multiple generators within a certain distance of the facility, but the largest generator with the closest proximity will be chosen for each project's score for this category.

Since the maximum number of points for generator proximity is 20 (See Table 6) for both bicycle and pedestrian facilities, point values for a bicycle facility alone are given a maximum point value of ten (10). Similarly, pedestrian projects have a maximum point value of ten (10).

For projects with bicycle facilities, points were assigned for proximity as follows:

1. Large Generator, less than 1/2 mi = 10 points
2. Small/Medium Generator, less than 1/2 mi = 8 points
3. Large Generator, 1/2 mi to 1 mi = 7 points
4. Small/Medium Generator, 1/2 mi to 1 mi = 6 points

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5. Large Generator, 1 mi to 2 mi= 5 points
6. Small/Medium Generator, 1 mi to 2 mi = 4 points
7. Large Generator, 2 mi to 4 mi = 3 points
8. Small/Medium Generator, 2 mi to 4 mi = 2 points
9. No Generators within 4 mi = 0 points

For projects with pedestrian facilities, points were assigned for proximity as follows:

1. Large Generator, less than 1/8 mi = 10 points
2. Small/Medium Generator, less than 1/8 mi = 8 points
3. Large Generator, 1/8 mi to 1/4 mi = 7 points
4. Small/Medium Generator, 1/8 mi to 1/4 mi = 6 points
5. Large Generator, 1/4 mi to 1/2 mi= 5 points
6. Small/Medium Generator, 1/4 mi to 1/2 mi = 4 points
7. Large Generator, 1/2 mi to 1 mi = 3 points
8. Small/Medium Generator, 1/2 mi to 1 mi = 2 points
9. No Generators within 1 mi = 0 points

If a project provides both bicycle and pedestrian facilities, points for bicycle generator proximity were added to the points for pedestrian generator proximity to capture the importance of multimodal connectivity within the City.

Expands Existing Network

If there is already an existing bicycle or pedestrian facility on the street, there is neither an expansion of the existing network nor an establishment of a new connection. For the purposes of prioritization, connectivity was evaluated using this concept. The following levels of connectivity were assigned to projects as follows:

1. Establishes both new bicycle and new pedestrian connections: 15 points
2. Establishes a new bicycle connection: 10 points
3. Establishes a new pedestrian connection: 10 points
4. Replaces an existing bicycle or pedestrian connection: 5 points
5. Does not establish or replace a new connection: 0 points

Population Density

Projects in or near locations with higher population density are expected to receive more frequent use than locations with lower population density. Points were assigned to projects based on their location on the population density heat map (Figure 7) as follows:

1. High (Red or Orange): 10 points
2. Medium (Yellow or Green or Light Blue): 5 points
3. Low (Purple): 0 points

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Equity

It is necessary to consider the equity of all bicycle and pedestrian facility needs in the transportation planning, design, and construction process. Historically, communities with high percentages of minority populations have been underserved during transportation planning efforts. Communities with a high percentage of low-income households have experienced similar inequality during transportation planning. The following criteria are based on the EPA's Environmental Screening Tool categories and data from the 2017 American Community Survey (ACS), and points were assigned to each project as follows:

1. The census tract has a racial minority population higher than 50% and greater than 25% of households qualify as low-income: 10 points
2. Racial minority population higher than 50%: 5 points
3. Greater than 25% of households qualify as low-income: 5 points
4. None of the above: 0 points

Stakeholder Input

Stakeholders provided feedback to Sain Associates stating where bicycle or pedestrian accommodation is needed.

User requested roadways were assigned points based on input received by Sain Associates:

1. Roadway requested was in the five most frequently mentioned roadways across all public feedback forms: assign 10 points
2. Stakeholder requested bicycle or pedestrian facility on roadway: assign 5 points
3. Facility on roadway not requested by stakeholders: assign 0 points

Feasibility

Feasibility of construction is primarily based on roadway profile condition, approximate cut/fill slope and height, shoulder widths, and characteristics of drainage structures, and known utilities.

Points for ease of installation were attributed for each segment as follows:

1. Easy installation: assign 5 points
2. Medium installation: assign 2 points
3. Difficult installation: assign 0 points

Cost

The total cost of each project is the sum of the estimated cost to install the sidewalk and the estimated cost of utility relocation.

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Cost points for a segment were calculated in relation to the highest project cost. Lower cost projects have higher priority. The project to install bicycle lanes on 2nd Avenue from Pleasant Drive to South Railroad Avenue has the highest estimated cost ($9,431,000) while the project to install a bicycle boulevard on Hall Avenue from Marvyn Parkway to Pineknoll Street has the lowest estimated cost ($26,000). If the segment cost represents approximately:

1. 1 time the highest project cost: assign 0 points
2. 1/2 to 1 times the highest project cost: assign 1 point
3. 1/2 to 1/3 times the highest project cost: assign 2 points
4. 1/3 to 1/4 times the highest project cost: assign 3 points
5. 1/4 to 1/5 times the highest project cost: assign 4 points
6. 1/5 to 1/6 times the highest project cost: assign 5 points
7. 1/6 to 1/7 times the highest project cost: assign 6 points
8. 1/7 to 1/8 times the highest project cost: assign 7 points
9. 1/8 to 1/9 times the highest project cost: assign 8 points
10. 1/9 to 1/10 times the highest project cost: assign 9 points
11. 1/10 or less times the highest project cost: assign 10 points

Posted Speed Limit

There is a direct relationship between speed and the severity of pedestrian-related and cyclist-related crashes, thus resulting in a greater need to separate pedestrians and cyclists from motor vehicles on high-speed facilities. Without the availability of reliable crash data involving cyclists and pedestrians, speed limits were used to assign points for each project. If the speed limit of the road segment where the sidewalk or bicycle facility is located is:

1. 25 MPH or less: assign 0 points
2. 30 to 40 MPH: assign 5 points
3. 45 MPH or greater: assign 10 points

Traffic Volume Tier

In addition to posted speed limit, another metric used in evaluating the need for bicycle and pedestrian facilities is vehicular traffic volume. Complete streets call for all modes of transportation to receive equal treatment, so traffic volume should not be the determining factor for the need of a pedestrian or bicycle facility. However, if other scores are comparable and available resources are limited, it is reasonable to prefer installation of a facility along a roadway with higher traffic volumes and less opportunity for pedestrians or cyclists to utilize the roadway for travel. Points were assigned to projects based on the average annual daily traffic (AADT) volumes from 2018 (see Figure 3), which is the most recent available data:

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1. 0 to 2,500 vehicles per day = 0 points
2. 2,500 to 5,000 vehicles per day = 1 point
3. 5,000 to 7,500 vehicles per day = 2 points
4. 7,500 to 10,000 vehicles per day = 3 points
5. 10,000 to 20,000 vehicles per day = 4 points
6. More than 20,000 vehicles per day = 5 points

Multiple Generators

Projects were assigned additional points if the project is within 1/2 mile of three or more generators of any size:

1. Within ½ mile of three or more generators: 5 points
2. Not within ½ mile of three or more generators: 0 points

Results

Using each roadway segment from the Master Plan, the prioritization process resulted in a score for each segment and a planning level opinion of probable cost. The planning level opinion of probable cost was produced by developing a cost per foot for each type of facility and constructability difficulty rating. Table 7 shows a brief summary of the 10 highest scoring segments of the Master Plan on city-owned roadways. The full prioritization table can be found in Appendix A.

Table 7: Summary of 10 Highest Scoring Segments in Prioritization Points

Road	From	To	Facility Description	Total Points	Estimated Cost
Carver Ave	Toomer St	Clanton St	Shared Use Path	80	$423,000
Carver Ave	South St	Toomer St	Sidewalk	80	$81,000
Veterans Pkwy	Pepperell Pkwy	Academy Dr	Shared Use Path	80	$1,717,000
Toomer St	W E Morton Ave	Carver Ave	Shared Use Path	79	$611,000
Columbus Pkwy	S 4th St	S 7th St	Shared Use Path	79	$627,000
Frederick Rd	US-280	Long St	Shared Use Path	75	$2,245,000
Waverly Pkwy	Ermine St	Veterans Pkwy	Shared Use Path	75	$3,318,000
Long St	Frederick Rd	Wallace Ave	Shared Use Path	72	$835,000
Clanton St	Carver Ave	McCoy St	Shared Use Path	72	$271,000
W E Morton Ave	Ridge St	Toomer St	Bike Boulevard	70	$148,000

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Phasing

Following the segment prioritization, installation phases were identified. When identifying project phases, the prioritization score, City staff input, mobilization, and engineering-based judgment were used to sort the projects into phases. The following methodology describes the phasing process:

1 Goal-Oriented Qualification

The projects prioritized from the Master Plan were separated into three (3) groups: phased projects, visionary projects, and TIP projects. The City has a goal of installing 33 additional sidewalk miles and 7.5 additional bike facility miles within ten years. Phased projects consist of the highest scoring projects in the prioritization table that would reach these mileage goals. A project was deemed as visionary if it did not score high enough on the prioritization table to contribute to the mileage goals. TIP projects consist of the two major projects either funded or currently under design.

2 Cost-Conscious Planning

The phased projects were then listed in descending order based on prioritization score. The projects were partitioned into eight (8) total phases of roughly equal cost to account for financial feasibility.

3 Short Term Project Identification

A number of short term improvement projects that did not necessarily possess high prioritization scores were identified by the City. Each short term project was placed into Phase 1 or Phase 2 depending on their estimated costs. Section 6 contains further details regarding these projects.

4 Geographical Streamlining

Based on geographical location and mobilization convenience, some projects were grouped together.

5 Engineering Judgment

Each step in the methodology adjusted the phases to a certain extent, and engineering judgment is necessary to ensure that the resulting connectivity is logical and in line with the goals and objectives set forth by this document.

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Phasing Results

The results of the phasing methodology described above can be found in Table 8, which shows a summary of each phase, and Figures 20 – 30, which displays a map of each phase. With this phasing plan, mileage goal for pedestrian facilities would be met during Phase 8, while the mileage goal for bicycle facilities would be met during Phase 2. Multi-use paths that scored highly in the prioritization process and road diets identified as short term recommendations were two reasons that the bicycle facility mileage goal is slated to be reached far quicker than the pedestrian mileage goal.

Table 8: Phasing by Cost

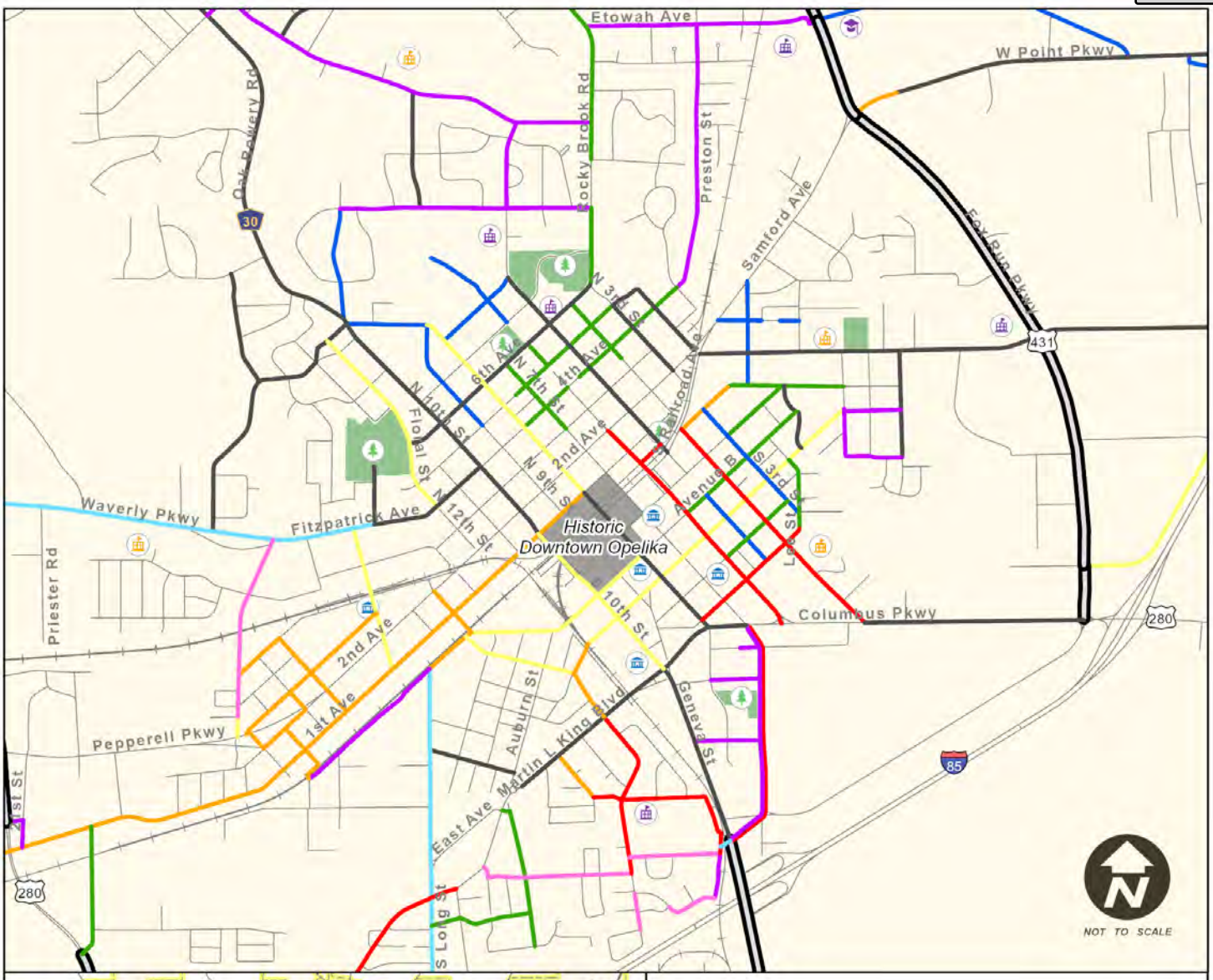
Phase	Total Estimated Cost	Average Prioritization Score	Total Mileage	Number of Projects
1	$7,833,000	67.6	6.2	10
2	$7,857,000	70.0	4.5	2
3	$7,687,000	66.2	4.3	3
4	$7,516,000	61.7	7.0	6
5	$7,723,000	60.0	6.3	7
6	$7,404,000	55.5	6.4	6
7	$7,583,000	53.5	7.2	8
8	$7,976,000	51.6	7.8	7
Phases 1-8	$61,575,000	58.7	49.7	51

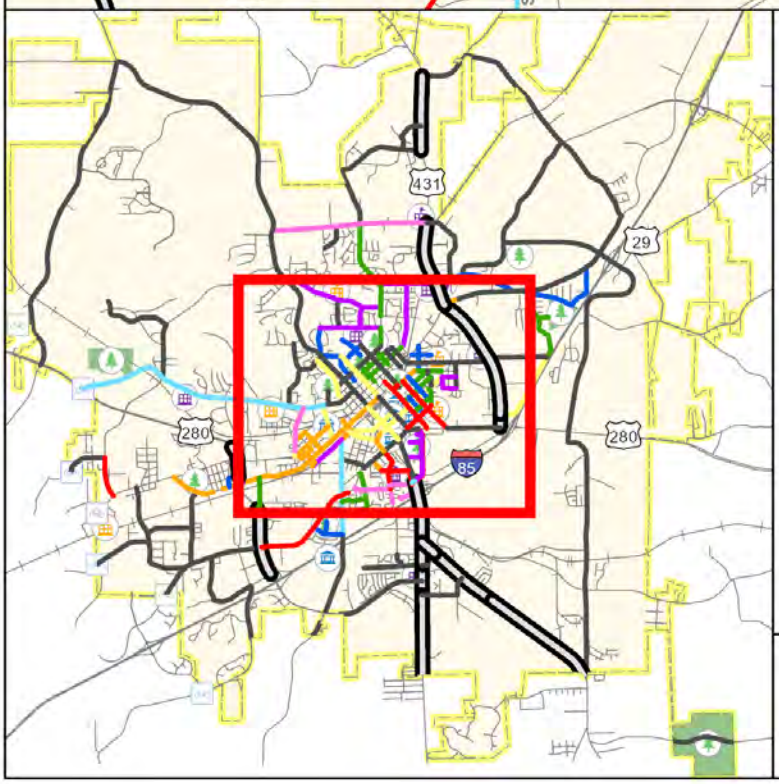
Phasing Map Figure Guide:

- Figure 20 – All Phases Map
- Figure 21 – Phase 1 Map
- Figure 22 – Phase 2 Map
- Figure 23 – Phase 3 Map
- Figure 24 – Phase 4 Map
- Figure 25 – Phase 5 Map
- Figure 26 – Phase 6 Map
- Figure 27 – Phase 7 Map
- Figure 28 – Phase 8 Map
- Figure 29 – Visionary Projects Map
- Figure 30 – Projects on State and County Roads Map

Tables 9 – 16 list a breakdown of each project within the eight phases along with its location, project limits, and facility type. The letter label on each map corresponds with the identifier column in the corresponding phase table.

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All Phases

Pedestrian Facility Mileage: 42.3 miles

Bicycle Facility Mileage: 88.0 miles

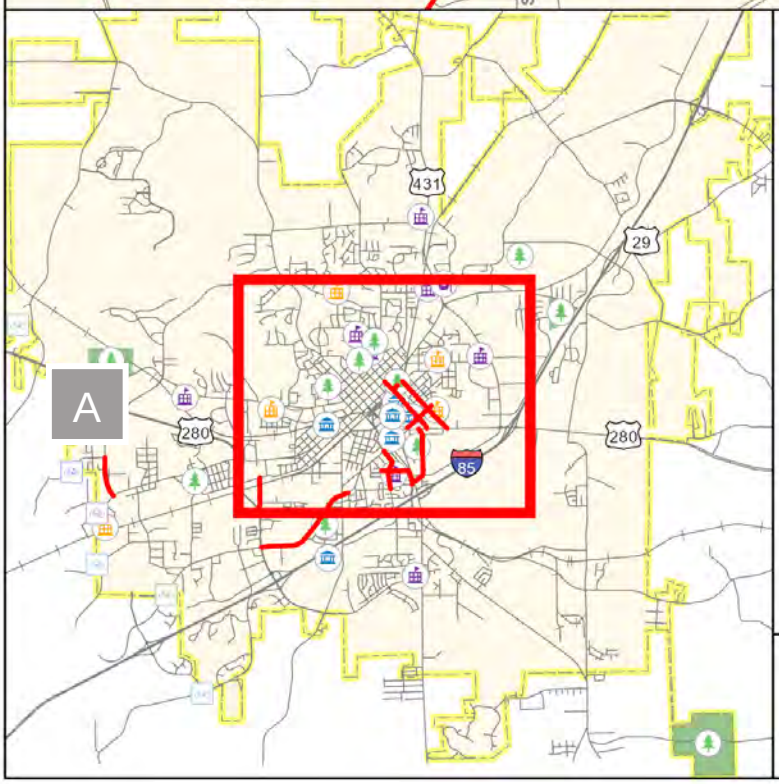
- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6
- Phase 7
- Phase 8
- Visionary
- Project on State Route

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Figure 20: All Phases

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Phase 1

Total Estimated Cost: $7.8 million

Average Prioritization Score: 67.6

Pedestrian Facility Mileage: 3.4 miles

Bicycle Facility Mileage: 5.6 miles

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Figure 21: Phase 1

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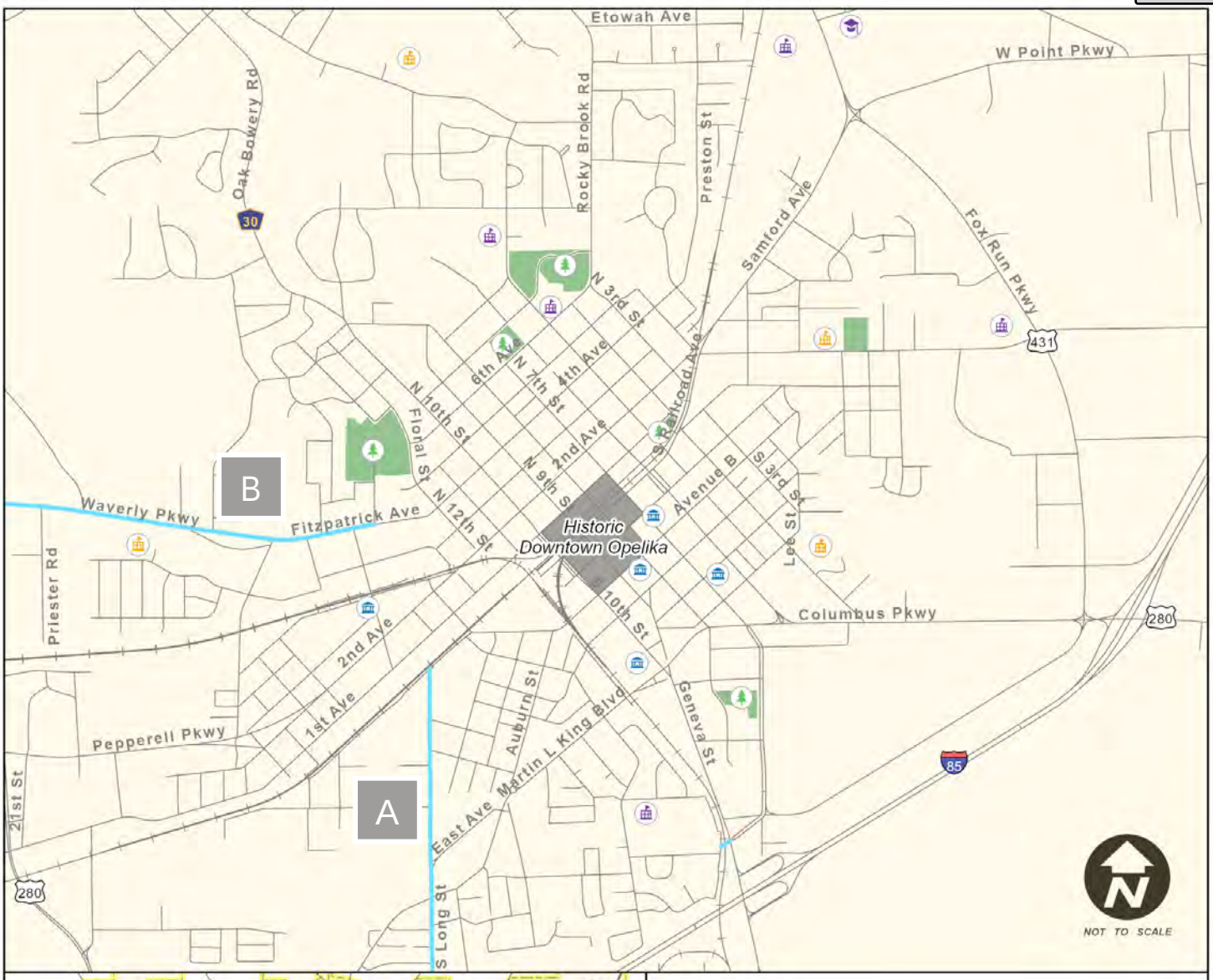
Table 9: Phase 1 Projects

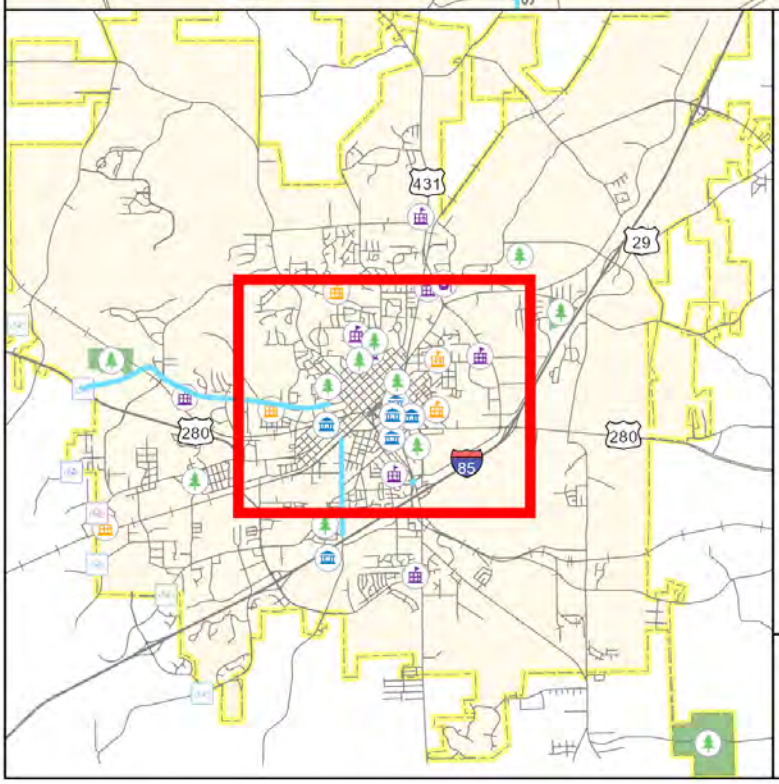
ID	Project	Segment	Facility Type
A	Veterans Pkwy	Pepperell Pkwy to Academy Dr	Sidepaths
B	Frederick Rd	Gateway Dr to Long St	Road Diet (Sidepath)
C	McCoy St*	Columbus Pkwy to Geneva St	Road Diet (Bike Lanes)
D	Thomason Rd	1st Ave to Gateway Dr	Road Diet (Bike Lanes)
E	S 6th St*	2nd Ave to Columbus Pkwy	Road Diet (Bike Lanes)
F	S 4th St*	S Railroad Ave to Columbus Pkwy	Road Diet (Bike Lanes)
G	N Railroad Ave*	N 5th St to N 6th St	Sidewalk
H	Carver Ave	Toomer St to Clanton St	Sidepath
H	Carver Ave	South St to Toomer St	Sidewalk
H	Toomer St	W.E. Morton Ave to Carver Ave	Sidepath
H	Clanton St	Carver Ave to McCoy St	Sidepath
J	Ave E	S 8th St to Lee St	Sidewalk
K	Magnolia St	Martin Luther King Blvd to Carver Ave	Road Diet (Bike Lanes)

*Short term project identified by the City

Phase 1 includes several road diets, sidepaths within the Carver community, a portion of the Historic Darden Trail along Avenue E, and a sidepath along Veterans Parkway. Phase 1 has a lower average prioritization score than Phase 2, because a number of the short term projects did not register high scores during the prioritization procedure.

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Phase 2

Total Estimated Cost: $7.9 million

Average Prioritization Score: 70.0

Pedestrian Facility Mileage: 4.1 miles

Bicycle Facility Mileage: 4.5 miles

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Figure 22: Phase 2

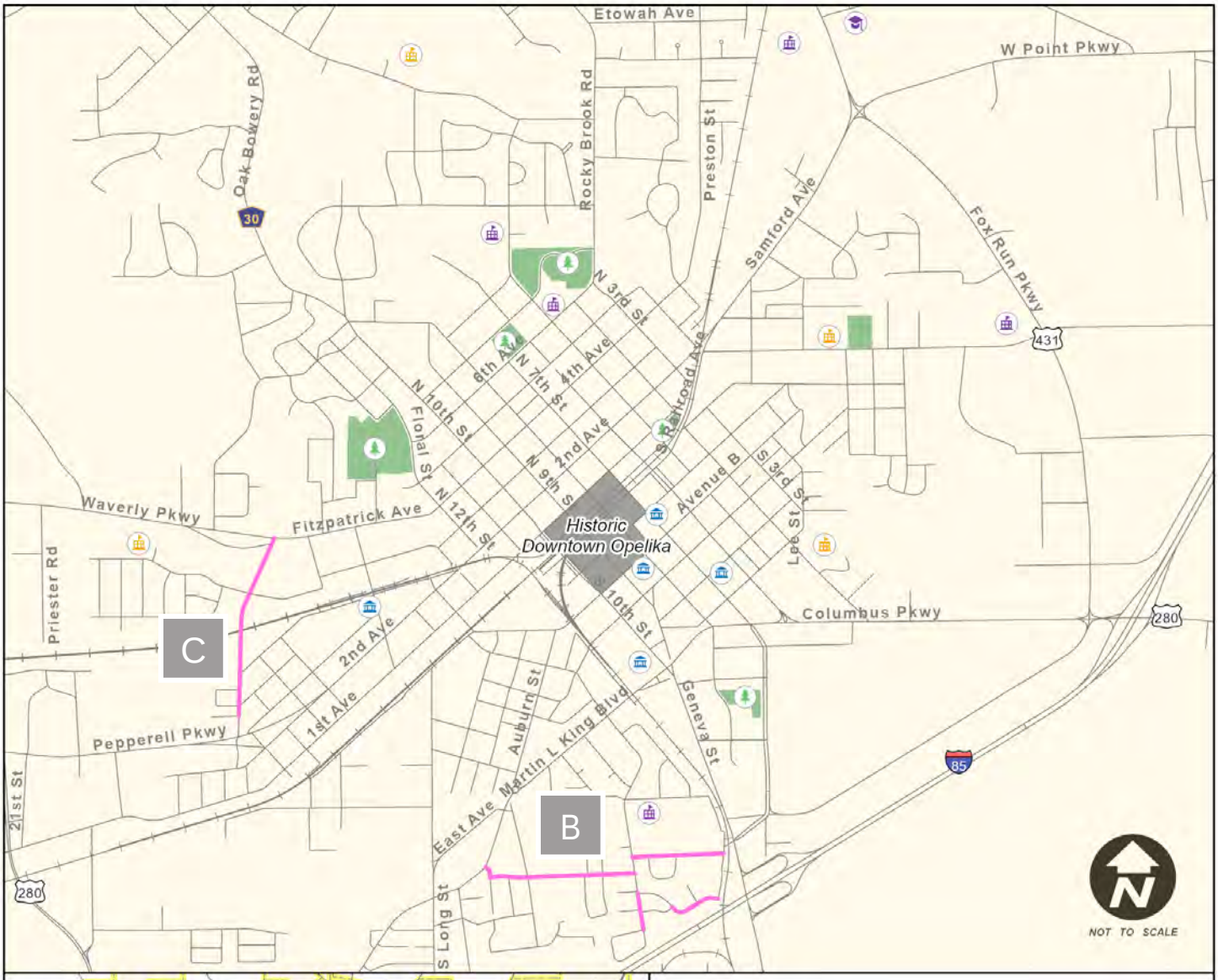
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Table 10: Phase 2 Projects

ID	Project	Segment	Facility Type
A	S Long St	Wallace Ave to York Ave	Sidepath
B	Fitzpatrick Ave*	Westwood Ct to Ermine St	Sidepath
B	Waverly Pkwy*	Ermine St to US-280	Sidepath

*Short term project identified by the City

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Phase 3

Total Estimated Cost: $7.7 million

Average Prioritization Score: 66.2

Pedestrian Facility Mileage: 3.0 miles

Bicycle Facility Mileage: 3.2 miles

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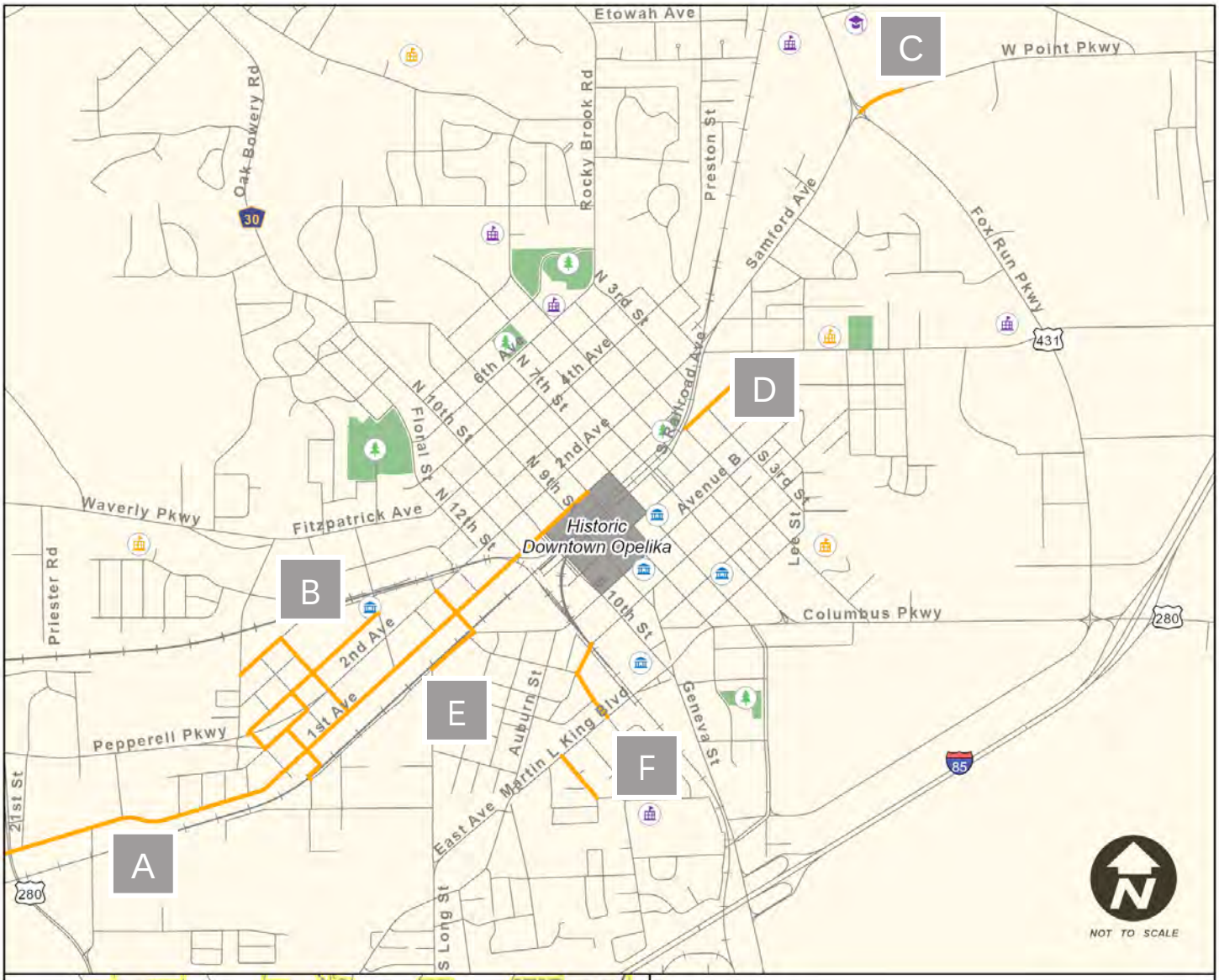
Figure 23: Phase 3

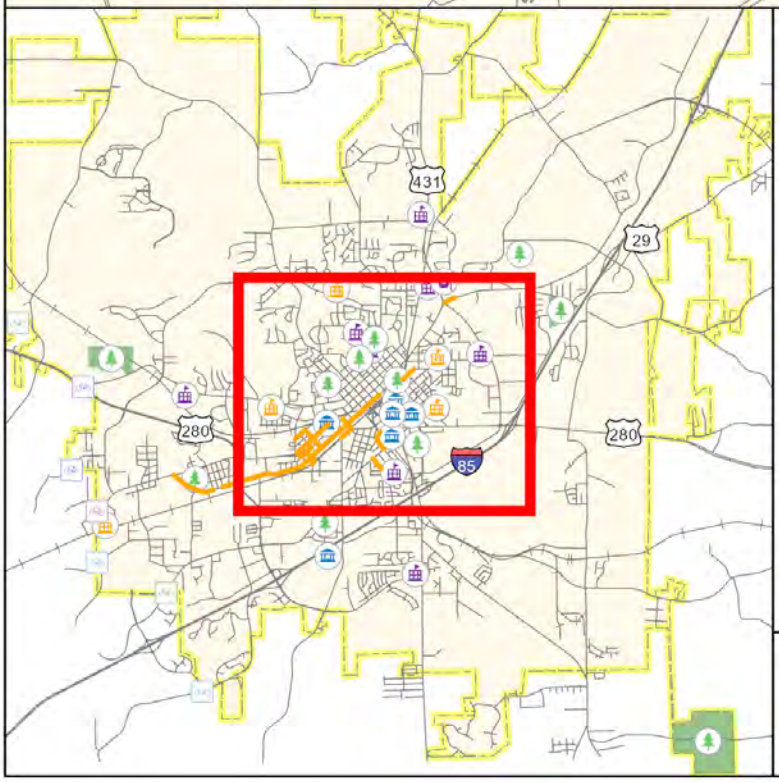
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Table 11: Phase 3 Projects

ID	Project	Segment	Facility Type
A	Morris Ave	Oak Bowery Rd to US-431	Sidepath
B	W.E. Morton Ave	Ridge St to Hurst St	Sidewalk
B	W.E. Morton Ave	Ridge St to Toomer St	Bike Boulevard
B	Toomer St	Springhill Ave to Toomer Ct	Sidewalk
B	Cherry Ave	800 ft east of Toomer St to Clanton St	Sidewalk
B	Cherry Ave	Toomer St to Clanton St	Bike Boulevard
B	Springhill Ave	Lindsay Ct to Clanton St	Sidewalk
C	Pleasant Dr	2nd Ave to Waverly Pkwy	Bike Lanes & Sidewalk

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Phase 4

Total Estimated Cost: $7.5 million

Average Prioritization Score: 61.7

Pedestrian Facility Mileage: 4.8 miles

Bicycle Facility Mileage: 2.1 miles

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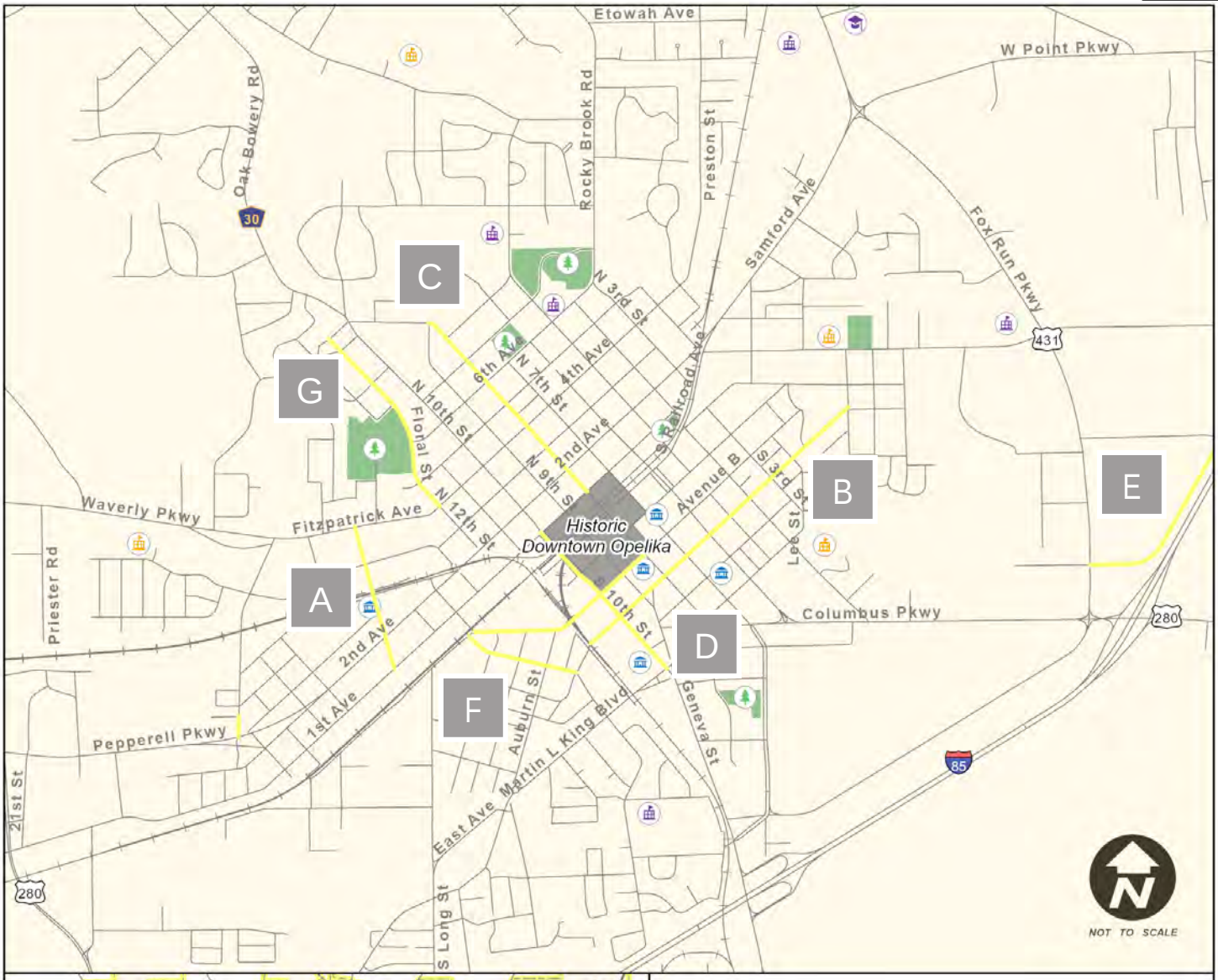
Figure 24: Phase 4

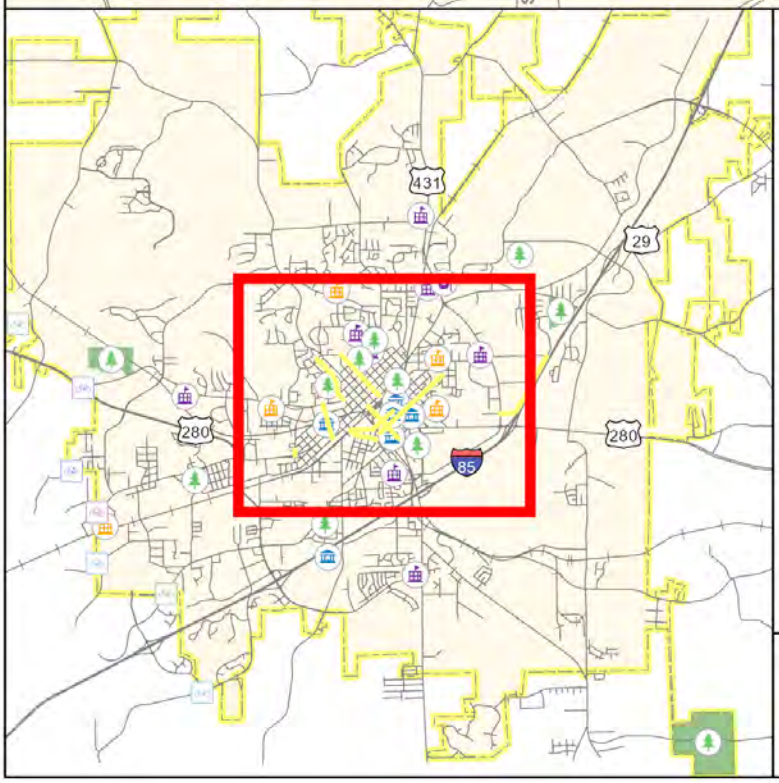
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Table 12: Phase 4 Projects

ID	Project	Segment(s)	Facility Type
A	1st Ave	N 8th St to Pepperell Pkwy	Bike Lanes & Sidewalk
B	2nd Ave	16th Pl to 17th Pl	Sidewalk
B	3rd Ave	17th Pl to Simmons St	Sidewalk
B	5th Ave	Pleasant Dr to 16th St	Sidewalk
B	N 16th Pl	2nd Ave to 3rd Ave	Sidewalk
B	N 16th St	1st Ave to 5th Ave	Sidewalk
B	N 17th St	York Ave to 2nd Ave	Sidewalk
C	W Point Pkwy	Samford Ave to Shopping Center	Sidewalk
D	Byrd Ave	S 4th St to Brannon Ave	Sidewalk
E	York Ave	Long St to Magazine Ave	Bike Boulevard
E	N 14th St	N 14th St (York Ave to 2nd Ave	Sidewalk & Bike Boulevard
F	Magnolia St	Martin Luther King Blvd to Lake St	Sidewalk & Bike Boulevard
F	Lake St	Magnolia St to Clanton St	Sidewalk & Bike Boulevard
F	South St	Martin Luther King Blvd to Carver Ave	Sidewalk

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Phase 5

Total Estimated Cost: $7.7 million

Average Prioritization Score: 60.0

Pedestrian Facility Mileage: 2.7 miles

Bicycle Facility Mileage: 4.5 miles

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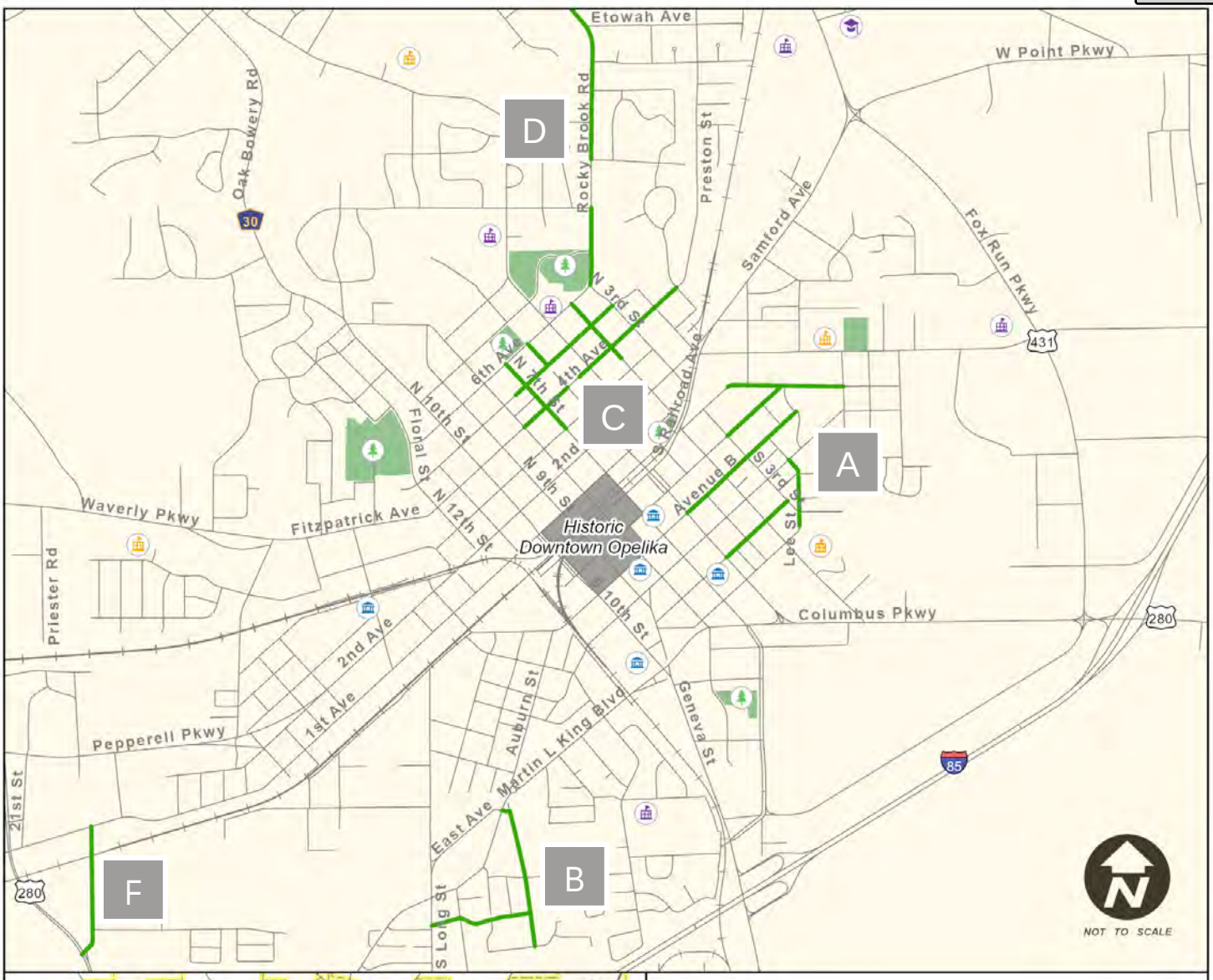
Figure 25: Phase 5

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Table 13: Phase 5 Projects

ID	Project	Segment(s)	Facility Type
A	Simmons St	1st Ave to Waverly Pkwy	Bike Lanes & Sidewalk
B	Ave B	Auburn St to S 8th St	Bike Lanes
B	Ave C	Clanton St to Darden St	Bike Boulevard
C	N 8th St	Renfro Ave to N Railroad Ave	Bike Boulevard
C	N 8th St	Renfro Ave to 7th Ave	Sidewalk
D	S 10th St	S Railroad Ave to Martin Luther King Blvd	Bike Lanes
E	Fox Run Ave	Jeter Ave to Fox Run Pkwy	Sidepath
F	Fruitland Ave	York Ave to Lake St	Sidewalk & Bike Boulevard
F	Magazine Ave	York Ave to Auburn St	Sidewalk & Bike Lanes
G	Floral St	Bonita Ave to 5th Ave	Sidewalk
G	N 12th St	5th Ave to 4th Ave	Sidewalk

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Phase 6

Total Estimated Cost: $7.4 million

Average Prioritization Score: 55.5

Pedestrian Facility Mileage: 6.2 miles

Bicycle Facility Mileage: 0.8 miles

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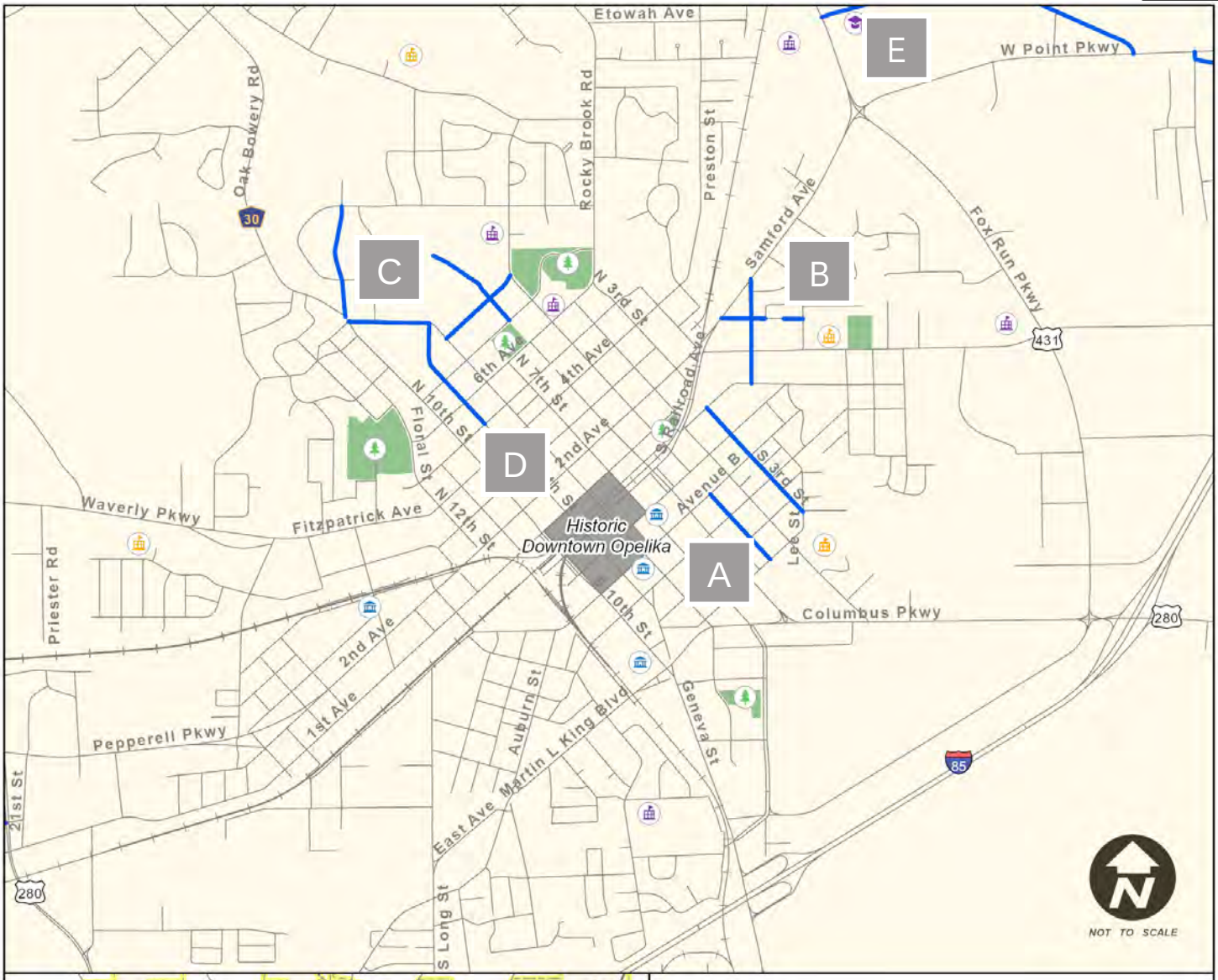
Figure 26: Phase 6

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Table 14: Phase 6 Projects

ID	Project	Segment(s)	Facility Type
A	Ave A	S 3rd St to Brannon Ave	Sidewalk
A	Ave B	S 6th St to Stevens St	Sidewalk
A	Ave D	S 3rd St to S 6th St	Sidewalk
A	Brannon Ave	Byrd Ave to Darden St	Sidewalk
A	Lee St	Ave C to Ave E	Sidewalk
B	Powledge Ave	S Long St to Hurst St	Sidewalk
B	Hurst Ave	Frederick Rd to Dogwood Ave	Sidewalk
C	4th Ave	N 1st St to N 8th St	Sidewalk
C	5th Ave	N 2nd St to N 8th St	Sidewalk
C	N 4th St	3rd Ave to 6th Ave	Sidewalk
C	N 6th St	5th Ave to 6th Ave	Sidewalk
C	N 7th St	3rd Ave to 6th Ave	Sidewalk
D	Rocky Brook Rd	N 6th St to Morris Ave	Sidewalk
E	Douglas St	Ridge Rd to Covington Ave	Sidewalk & Bike Boulevard
E	Douglas St	Covington Ave to Jeter Ave	Sidepath
F	Thomason Dr	1st Ave to Gateway Dr	Sidewalk

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Phase 7

Total Estimated Cost: $7.6 million

Average Prioritization Score: 53.5

Pedestrian Facility Mileage: 5.1 miles

Bicycle Facility Mileage: 2.1 miles

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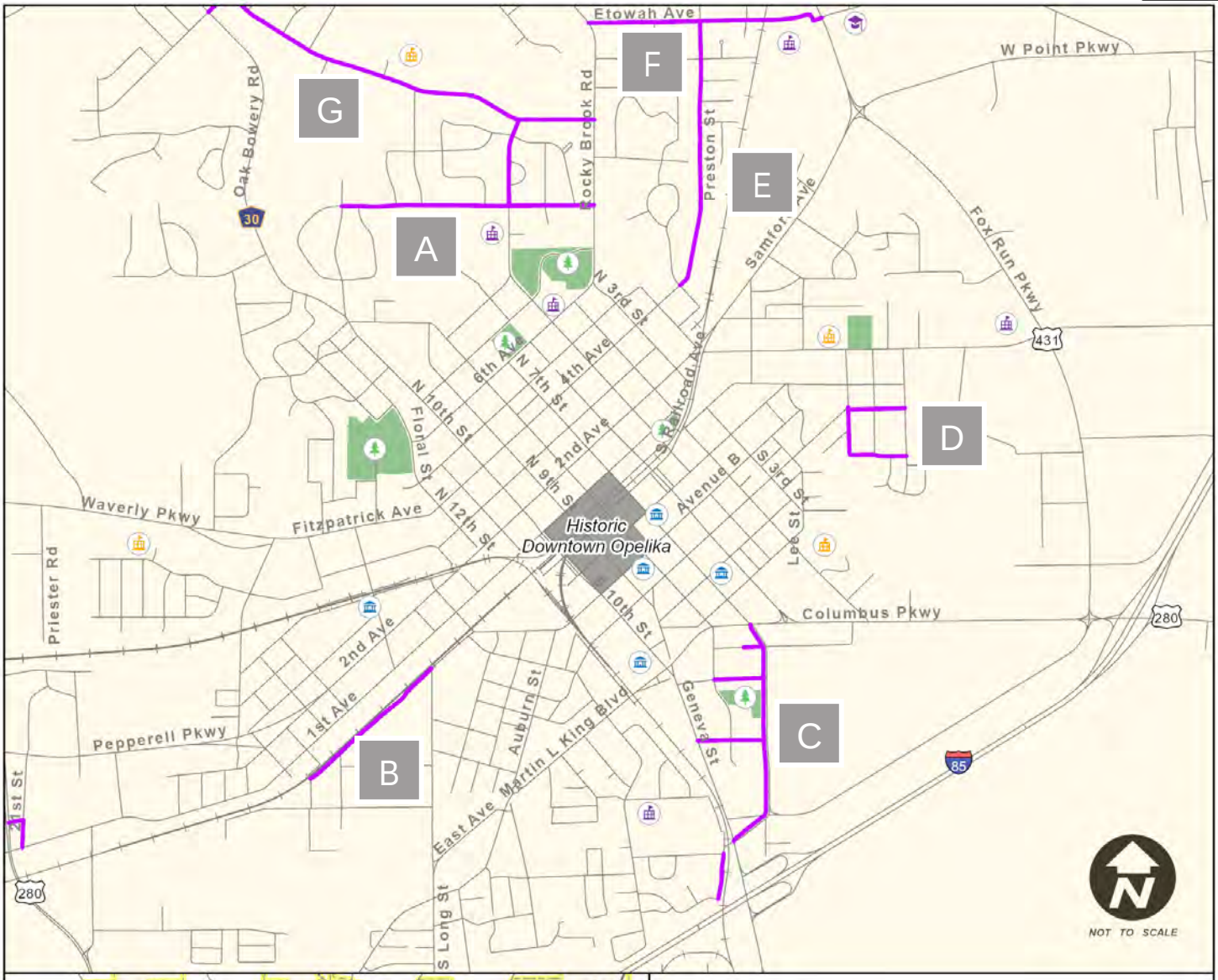
Figure 27: Phase 7

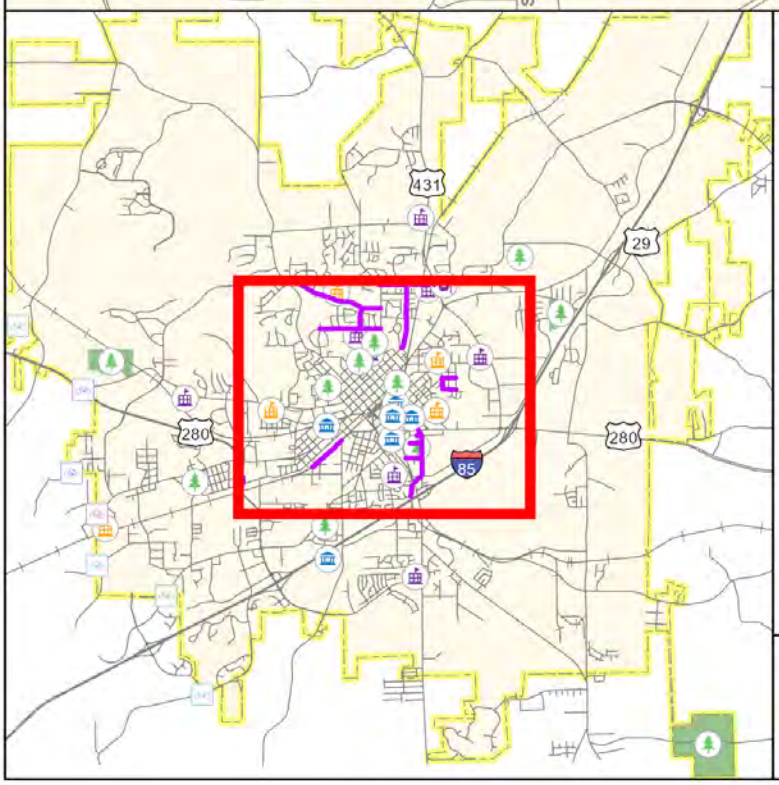
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Table 15: Phase 7 Projects

ID	Project	Segment(s)	Facility Type
A	S 3rd St	Byrd Ave to Lee St	Sidewalk
A	S 5th St	Ave B to Ave E	Sidewalk
B	Dover St	Samford Ave to Brannon Ave	Sidewalk
B	Plum Ave	Samford Ave to Easy St	Sidewalk
C	8th Ave	N 5th St to N 8th St	Sidewalk
C	Renfro Ave	N Long St to N 10th St	Sidewalk & Bike Boulevard
C	N 6th St	7th Ave to Opelika Middle School	Sidewalk
C	Collinwood St	Oak Bowery Rd to McClure Ave	Sidewalk
D	N 9th St	5th Ave to N Long St	Sidewalk
D	N Long St	N 9th St to Renfro Ave	Sidewalk
E	Lake Condy Rd	Lafayette Pkwy to Andrews Rd	Bike Lanes
E	Lake Condy Rd	Andrews Rd to W Point Pkwy	Sidewalk
F	Ridge Rd	Sawyer Dr to Hanson St	Sidewalk & Bike Lanes
F	Hanson St	Ridge Rd to W Point Pkwy	Sidewalk & Bike Lanes
G	Wallace Ave	Frederick Rd to S Long St	Sidewalk
G	Stone St	Wallace Ave to Chandler Ave	Sidewalk
H	2nd Ave	N 21st St to N 22nd St	Sidewalk & Bike Boulevard
H	N 21st St	1st Ave to 2nd Ave	Sidewalk & Bike Boulevard
H	N 22nd St	1st Ave to 2nd Ave	Bike Boulevard

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Phase 8

Total Estimated Cost: $8.0 million

Average Prioritization Score: 51.6

Pedestrian Facility Mileage: 6.0 miles

Bicycle Facility Mileage: 1.9 miles

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Figure 28: Phase 8

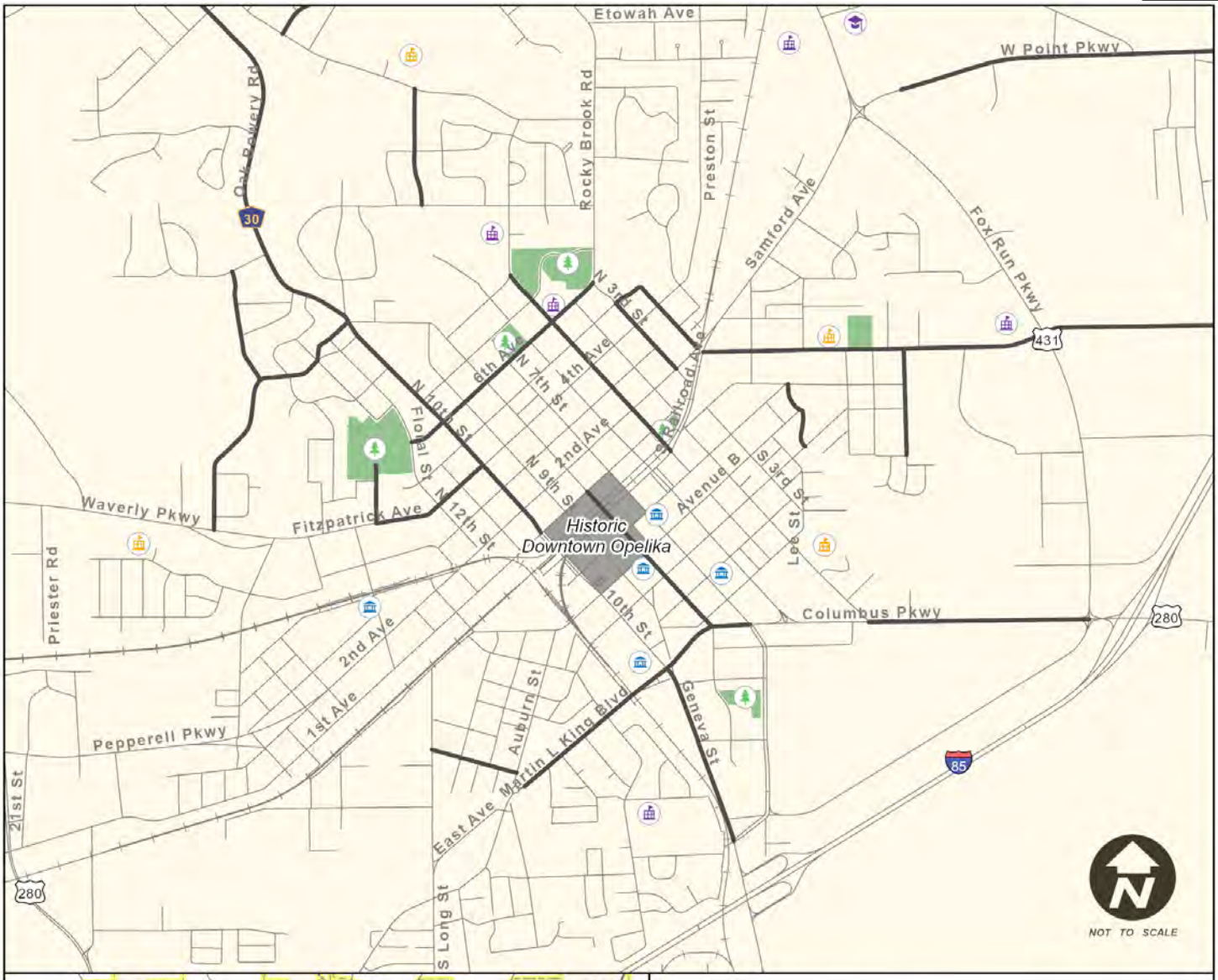
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Table 16: Phase 8 Projects

ID	Project	Segment(s)	Facility Type
A	McClure Ave	Collinwood St to Rocky Brook Rd	Sidewalk
A	Denson Dr	India Rd to McClure Ave	Sidewalk
B	York Ave	Talladega Ave to Magazine Ave	Sidewalk
C	McCoy St	Geneva St to Columbus Pkwy	Sidewalk
C	Vaughan Ave	Glenn St to McCoy St	Sidewalk
C	W Johnson Ave	Glenn St to McCoy St	Sidewalk
C	Stowe Ave	Geneva St to McCoy St	Sidewalk
D	Palmer Ave	Darden St to Raintree St	Sidewalk & Bike Boulevard
D	Maple Ave	Darden St to Raintree St	Sidewalk
D	Darden St	Maple Ave to Palmer Ave	Sidewalk
E	Preston St	N 1st St to Etowah Ave	Sidewalk
F	Etowah Ave	Rocky Brook Rd to Dead End	Sidewalk & Bike Boulevard
F	Opelika High School Connector	Etowah Ave to Opelika High School (Multi-Use Path Bridge over railroad)	Multi-Use Path
G	India Rd	Northgate Dr to Rocky Brook Rd	Sidewalk & Bike Boulevard
G	Northgate Dr	Oak Bowery Rd to India Rd	Sidewalk

The non-phased, visionary projects on local streets within in the Master Plan total nearly 60 miles of bicycle or pedestrian facilities at an estimated cost of approximately $102,000,000. Projects along state routes within the Master Plan total nearly 18 miles of bicycle or pedestrian facilities at an estimated cost of approximately $35,000,000.

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Visionary Phase

Total Estimated Cost: $102 million

Average Prioritization Score: 45.3

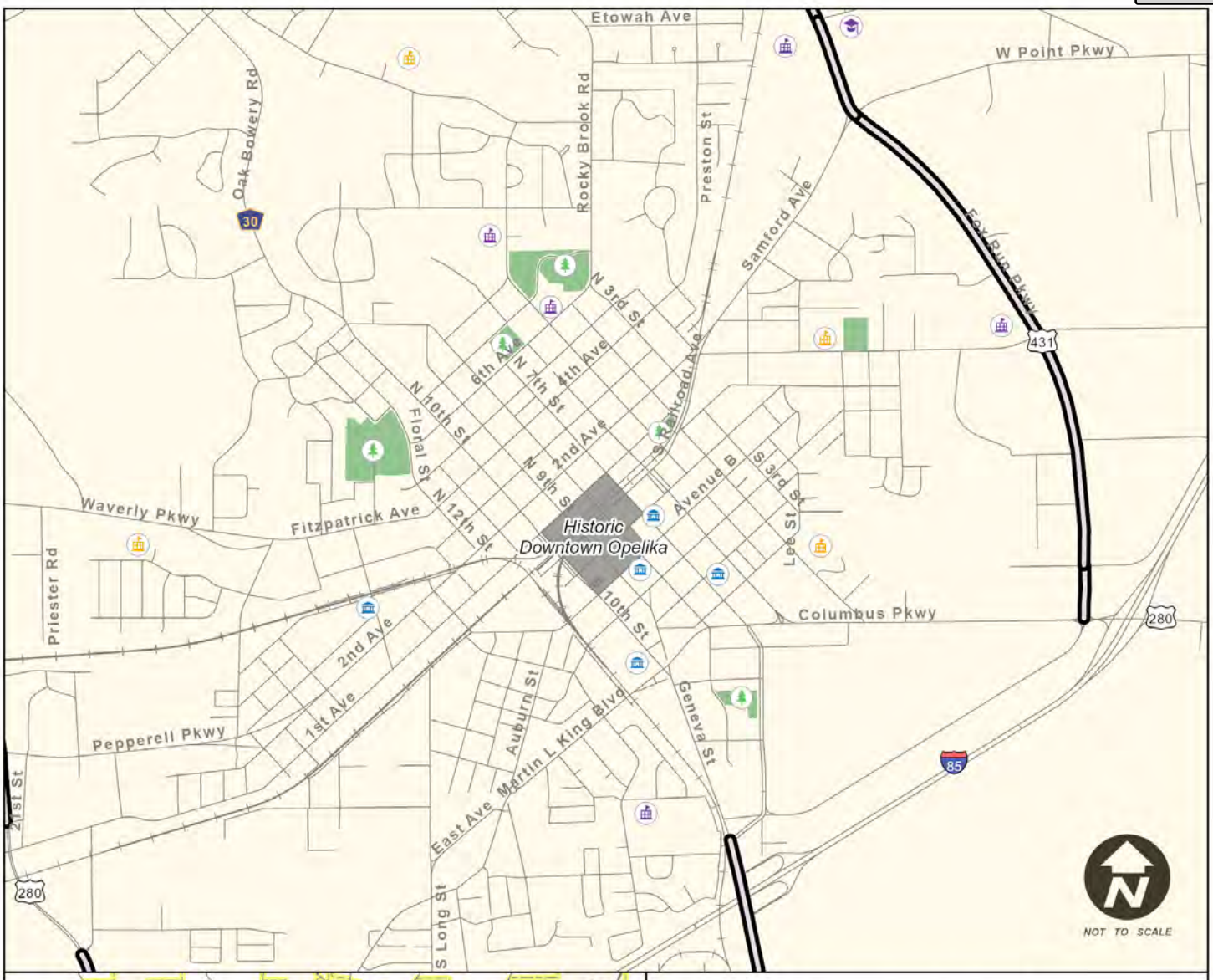
Pedestrian Facility Mileage: 13.8 miles

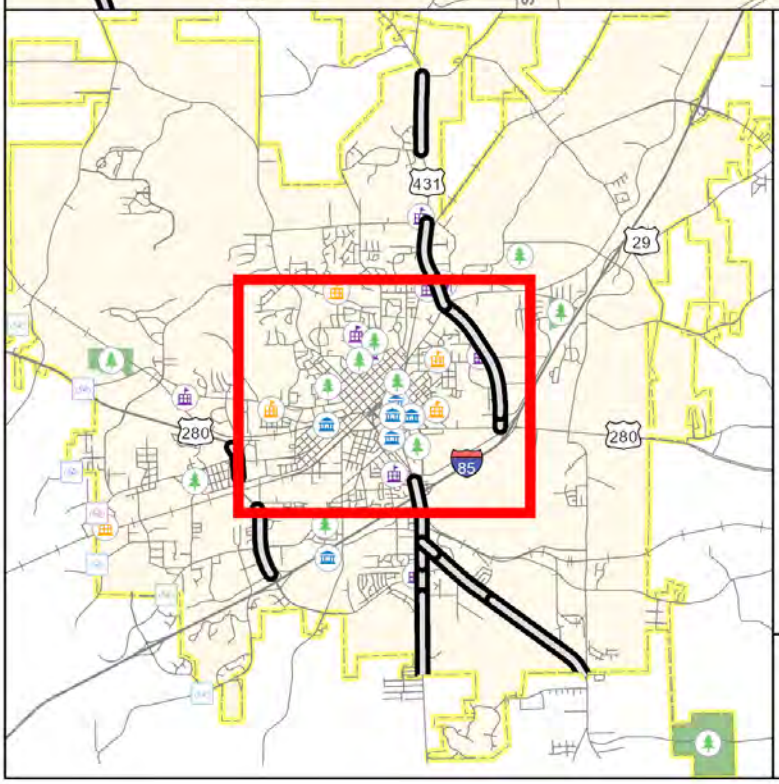
Bicycle Facility Mileage: 46.0 miles

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Figure 29: Visionary

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Segments on State Routes

Total Estimated Cost: $34.6 million

Average Prioritization Score: 54.8

Pedestrian Facility Mileage: 10.2 miles

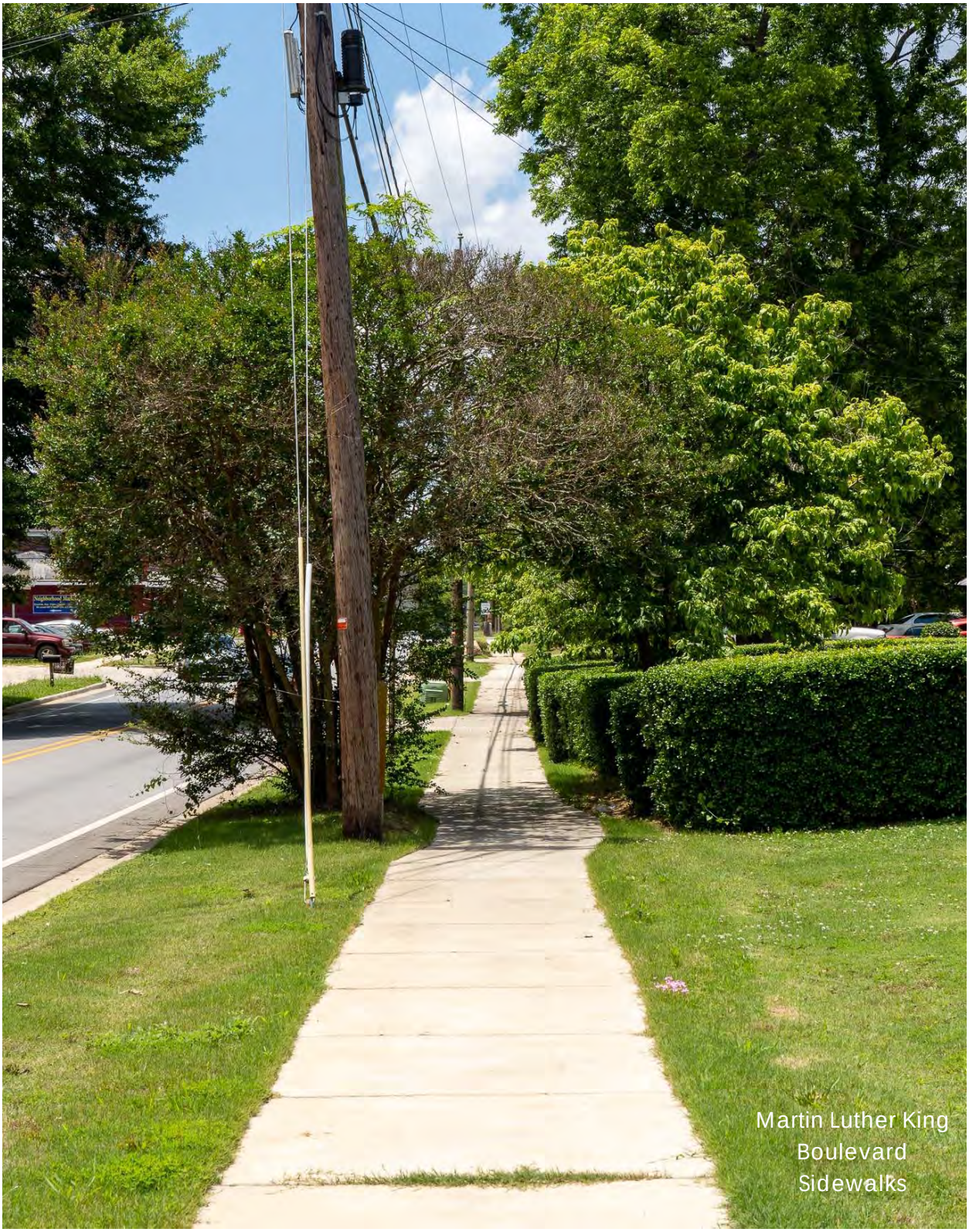
Bicycle Facility Mileage: 16.7 miles

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Figure 30: State Routes

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6 Short Term Implementation Recommendations



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City-Wide Short Term Recommendations

Based on observations during the field visit and evaluation of the study area, there are several recommendations that qualify as city-wide rather than site specific. In addition to the specific facilities mentioned later in this section and the steps identified to become a Bronze Level Bicycle Friendly City (Section 2 – *Bicycle Friendly Community Report Card)*, the following recommendations should be considered as short term recommendations throughout the City:

- Perform regularly scheduled maintenance on pedestrian and bicycle facilities to retain a clear path to walk or bike on all facilities.
- Implement traffic calming improvements and pedestrian safety improvements identified in the Carver and Jeter Community Reports. The reports are currently in the draft stage.
- Improve pedestrian signage and infrastructure at railroad crossings. Two examples of disconnected facilities at railroad crossings are 1st Avenue between 10th St and 11th St and Martin Luther King Boulevard just east of Clanton Street. This recommendation does not include upgrading active warning devices.
- Restripe bicycle lanes at intersections. Several bicycle lanes throughout the city are striped incorrectly with respect to right turn lanes. One example of this is Sportsplex Parkway, where the bicycle lanes are striped on the outside of right turn lanes and do not continue through intersections. The Toolbox section of this report contains guidance for striping bicycle facilities through intersections.
- Adopt or improve enforcement of an ordinance that prohibits residents from placing waste containers within a bicycle lane.
- Install bicycle racks at strategic locations around the City, especially at trip generators adjacent to roadways with existing bicycle lanes.

Pedestrian Facilities

There are several specific locations or facilities identified by the City as short term recommendations. This section discusses the pedestrian facilities identified, along with typical section details and opinions of probable costs. Opinions of probable cost do not include construction engineering and inspection, preliminary engineering, or right-of-way costs and they assume the installation of bicycle and pedestrian improvements are standalone projects and not part of larger transportation projects.

North Railroad Avenue (North 5th Street to North 6th Street)

North Railroad Avenue is a low-speed local street adjacent to the town center as it transitions from commercial land uses to residential. This road segment also provides connectivity with a park just to the east. The existing sidewalk is in poor condition, lacks continuity within the segment, and is not wide enough. Although this segment of North

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Railroad Avenue only spans 300 feet, its typical section is varied. Table 17 shows the existing and proposed typical section element widths and other relevant details.

Table 17: North Railroad Avenue Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Two Lanes – 10.5' to 12' each	Two Lanes – 12'
Parking	Angled – 10' to 15' (one side)	Parallel – 8' (one side)
Buffer or Curb & Gutter	None	2' (one side)
Sidewalk	4' to 4.5' (one side)	6' preferred, 5' allowable (one side)
Total Pavement Width	**24'**	
Total Typical Section Width	**40'**	
Opinion of Probable Cost	$80,000	

Figure 31 displays a view of the proposed typical section. The opinion of probable cost for the improvements total $80,000. This total does not include construction engineering and inspection, preliminary engineering, or right-of-way cost. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B.

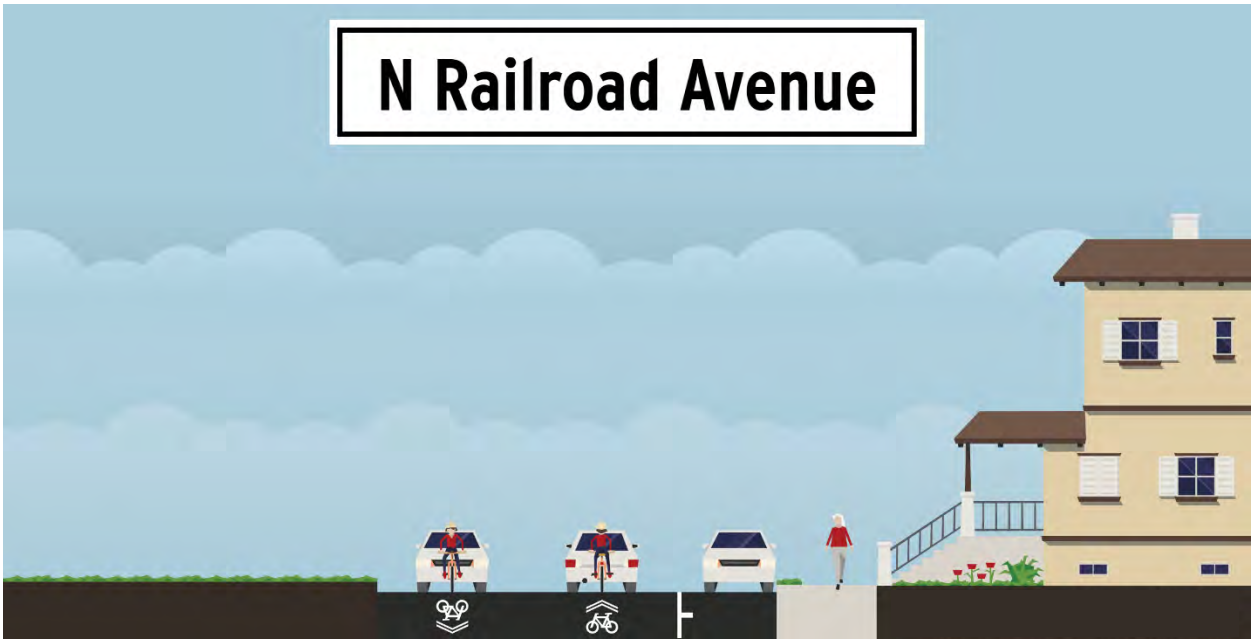


Figure 31: Proposed Typical Section for North Railroad Avenue

Shared Facilities

There is one roadway identified by the City as a short term recommendation for the installation of a shared facility. This section discusses three continuous segments of Waverly Parkway.

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Waverly Parkway (US-280 to Ermine St) & Fitzpatrick Ave (Westwood St to Ermine St)

Waverly Parkway is a high-speed local street connecting US-280 and Veterans Parkway to the town center as it transitions from urban to a more rural context. Waverly Parkway transitions to Fitzpatrick Avenue at Ermine Street. These continuous road segments provide access to Floral Park, schools, churches, residential developments, and parts of East Alabama Medical Center. The existing roadway surface is concrete-paved for the majority of Waverly Parkway. The total length of the three segments is approximately 3.2 miles. Table 18 shows the existing and proposed typical section element widths and other relevant details.

Table 18: Waverly Parkway & Fitzpatrick Avenue Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Two Lanes – 9.25' each	No Change
Landscaped Buffer	None	5' minimum (one side)
Concrete Sidepath	None	10' preferred, 8' minimum (one side)
Total Pavement Width	**18.5'**	
Total Typical Section Width	**33.5' minimum**	
Opinion of Probable Cost	$6,960,000	

Figure 32 displays a view of the proposed typical section. The opinion of probable cost for the improvements across all three segments totals $6,960,000. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B.

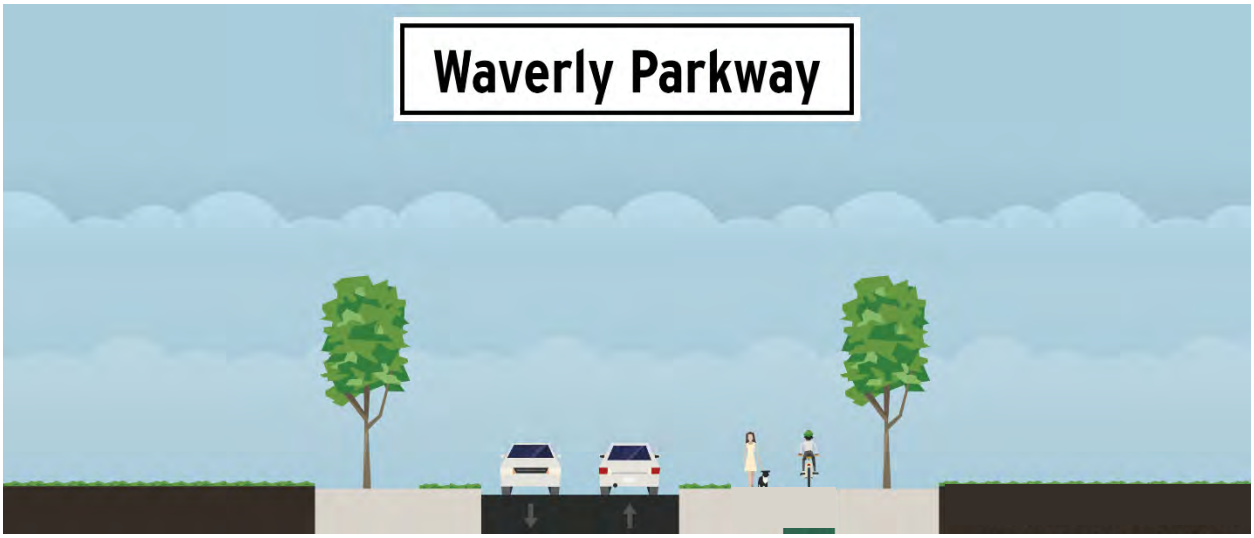


Figure 32: Proposed Typical Section for Waverly Parkway

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Road Diets

Several road diets were identified by the City as short-term recommendations. This section discusses the facilities identified as road diet candidates, along with typical section details and opinions of probable costs. The definition of a road diet and related guidance is provided in Section 8 of this report.

McCoy Street (Geneva Street to Columbus Parkway)

McCoy Street is a local street connecting Geneva Street and Columbus Parkway. The segment is an excellent candidate for a road diet with its moderate traffic volumes and excess capacity. This roadway segment provides access for the Carver community, churches, residential streets, and the town center. At the north end of McCoy Street, a project is under design to install a roundabout series and sidepaths on Columbus Parkway. The total length of the segment is approximately 0.5 miles. Table 19 shows the existing and proposed typical section element widths and other relevant details.

Table 19: McCoy Street Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Six Lanes – 10.5' each	Four Lanes – 11' each
Grass Median	18'	18'
Striped Buffer	None	4' (both sides)
Bicycle Lanes	None	Two Lanes – 6.5' each
Curb and Gutter	3' (both sides)	No Change
Total Pavement Width	**84' (including median)**	
Total Typical Section Width	**84' (including median)**	
Opinion of Probable Cost	$590,000	

Figure 33 displays a view of the proposed typical section. The opinion of probable cost for the improvements total $590,000. This total does not include utility adjustments or right-of-way cost. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B. It should be noted that these road diet estimates are based on milling and overlay as this is the most effective way to address any defective pavement conditions and remove existing striping. This is the best option for obtaining an aesthetically pleasing finished road diet project; however, if an alternative such as fog sealing is used, the cost associated with new pavement would be significantly reduced but the existing striping may bleed through over time. The existing striping can also be removed with hydroblasting or grinding, but these removal methods can scar the existing pavement and add confusion to the roadway users.

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Figure 33: Proposed Typical Section for McCoy Street

South 6th Street (Columbus Parkway to 2nd Avenue)

South 6th Street is a local street connecting 2nd Avenue and Columbus Parkway. The segment is an excellent candidate for a road diet with its moderate traffic volumes and excess capacity. This roadway segment provides access for the Jeter community, churches, residential streets, and the town center. There are existing sidewalks along South 6th Street between 2nd Avenue and Avenue D, but they lack the appropriate width. The City's ADA Transition Plan addresses this deficiency, so the improvements will focus on the road diet and new sidewalk installation along the segment. At the south end of 6th Street, a project is under design to install a roundabout series and sidepaths on Columbus Parkway. The total length of the segment is approximately 0.45 miles. Table 20 shows the existing and proposed typical section element widths and other relevant details.

Table 20: South 6th Street Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Four Lanes – 12.5' each	Two Lanes – 11' each, One Two-Way Left Turn Lane – 12'
Striped Buffer	None	3' (both sides)
Bicycle Lanes	None	Two Lanes – 5' each
Curb and Gutter	1.5' (both sides)	No Change
Grass Buffer	2' (both sides)	No Change
Sidewalk	4' (both sides North of Avenue D)	No Change North of Avenue D Install new 6' (6' preferred, 5' allowable) (both sides South of Avenue D)
Total Pavement Width	**50'**	
Total Typical Section Width	61' **to 63' minimum**	
Opinion of Probable Cost	$1,170,000	

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Figure 34 displays a view of the proposed typical section. The opinion of probable cost for the improvements totals $1,170,000. This total does not include right-of-way cost. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B. If applicable, the use of alternative pavement rehabilitation and striping removal methods could reduce the opinion of probable cost to approximately $800,000.

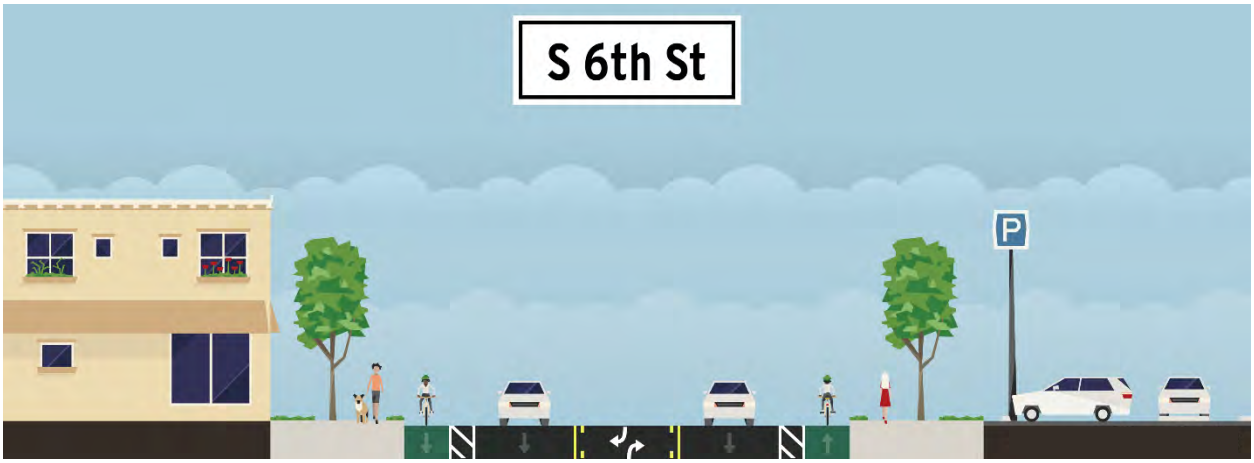


Figure 34: Proposed Typical Section for South 6th Street

South 4th Street (Columbus Parkway to South Railroad Avenue)

South 4th Street is a local street connecting South Railroad Avenue and Columbus Parkway. The segment is a good candidate for a road diet with its low traffic volume and excess lane width. This roadway segment provides access the Jeter community, churches, a school, and residential streets. There are existing sidewalks along South 4th Street, but they are in poor condition and lack the appropriate width. The City's ADA Transition Plan addresses this deficiency, so the improvements will encompass the road diet restriping along the segment. The total length of the segment is approximately 0.8 miles. Table 21 shows the existing and proposed typical section element widths and other relevant details.

Table 21: South 4th Street Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Two Lanes – 14' each	Two Lanes – 10' each
Bicycle Lanes	None	Two Lanes – 4' each
Curb & Gutter	1.5' (both sides)	No Change
Sidewalk	3.5' (one side)	No Change
Total Pavement Width	**28'**	
Total Typical Section Width	**38'**	
Opinion of Probable Cost	$480,000	

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Figure 35 displays a view of the proposed typical section. The opinion of probable cost for the improvements totals $480,000. This total does not include utility adjustments or right-of-way cost. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B. If applicable, the use of alternative pavement rehabilitation and striping removal methods could reduce the opinion of probable cost to approximately $260,000.

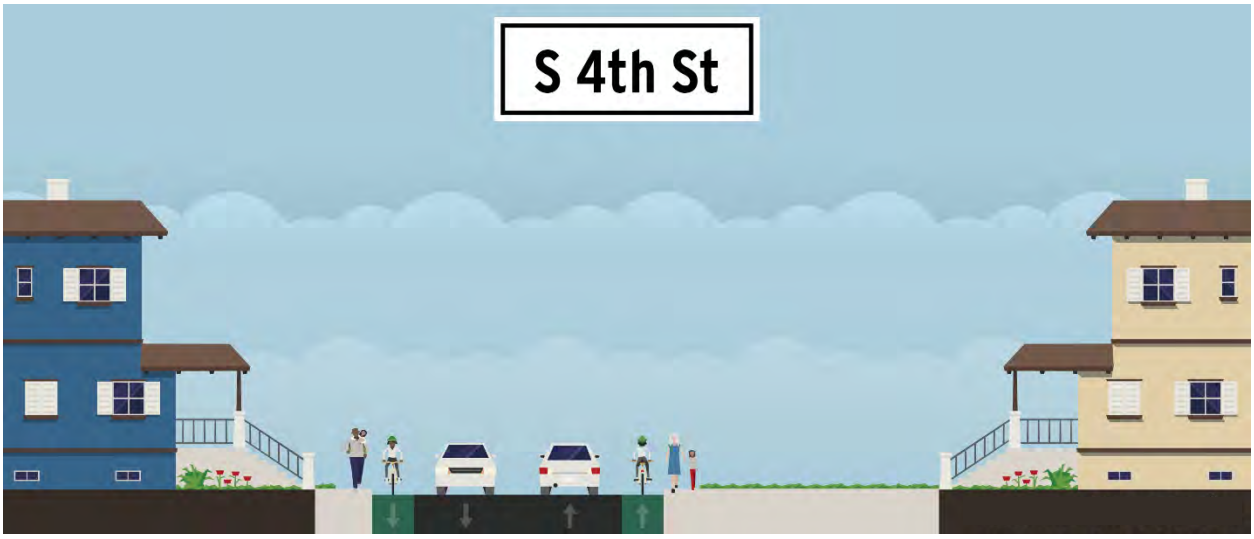


Figure 35: Proposed Typical Section for South 4th Street

Magnolia Street (Carver Avenue to Martin Luther King Boulevard)

Magnolia Street is a local street connecting Martin Luther King Boulevard and Carver Avenue. The segment is a good candidate for a road diet with its low traffic volume and excess lane width. This roadway segment within the Carver community provides access to a community center, churches, a school, and residential streets. There is an existing sidewalk along the east side of Magnolia Street, but it is in poor condition and lacks the appropriate width. The City's ADA Transition Plan addresses this deficiency, so the improvements will encompass the road diet restriping along the segment. The total length of the segment is approximately 0.3 miles. Table 22 shows the existing and proposed typical section element widths and other relevant details.

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Table 22: South 4th Street Typical Section Elements

Roadway Element	Existing	Proposed
Travel Lanes	Two Lanes – 14' each	Two Lanes – 10' each
Bicycle Lanes	None	Two Lanes – 4' each
Curb & Gutter	1.5' (both sides)	No Change
Grass Buffer	4' (one side)	No Change
Sidewalk	4' (one side)	No Change
Total Pavement Width		**28'**
Total Typical Section Width		**37.5'**
Opinion of Probable Cost		$230,000

Figure 36 displays a view of the proposed typical section. The opinion of probable cost for the improvements total $230,000. This total does not include utility adjustments or right-of-way cost. A detailed breakdown of the opinion of probable cost as well as any assumptions can be found in Appendix B. If applicable, the use of alternative pavement rehabilitation and striping removal methods could reduce the opinion of probable cost to approximately $150,000.



Figure 36: Proposed Typical Section for Magnolia Street

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7 Stakeholder Input



South Railroad Avenue Storefronts

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Kickoff Meeting

A project kickoff meeting was held on February 19, 2020, to provide an overview of the project scope and deliverables. Stakeholders from the City, Lee-Russell Council of Governments (LRCOG), National Park Service, Opelika Bicycle Advisory Committee, Creekline Trails of Opelika, and Sain Associates were present. Discussions at the kickoff meeting also included study methodology, funding opportunities, reviewing local knowledge of the area, and resources of the existing documents related to bicycle and pedestrian facilities.

Public Meeting

A public meeting to present the document's Master Plan was held on Thursday, August 27, 2020, from 5:00 PM to 7:00 PM at the Opelika Municipal Court. Officials from the City and Sain Associates were in attendance along with many local citizens. The public meeting was also broadcasted live on the City's YouTube channel to accommodate for citizens who were unable to attend in person due to the COVID-19 pandemic.



Sain Associates engineer Jennifer Brown presents the Bicycle and Pedestrian Master Plan at a public meeting on August 27, 2020.

Sain Associates gave a presentation to inform the meeting attendees about the study methodology, the status of the document, and facilitate a space for giving input on the Master Plan. Attendees were given an opportunity to ask questions of the engineers and City staff. At the meeting, each attendee was given a public feedback form aimed at providing input on what they would like the Plan to address. The public feedback form, the presentation materials, and a recording of the meeting were all available on the City's website for people who attended virtually. If more time was needed to evaluate the Plan, citizens were encouraged to submit their feedback form later by e-mail, an online survey, or by mail during a 14-day comment period ending Thursday, September 10, 2020.

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The public feedback form contained three questions:

1. Is the Plan consistent with the goals shown in the presentation?
2. Does the Plan connect destinations that are important to you?
3. Looking at the recommendations map for bicycle and pedestrian projects, what streets do you think should be the City's top priorities for implementation (list in order of priority)?

98% of respondents answered Yes to question #1, and 90% of respondents answered "Yes" to question #2.

Below questions #1 and #2, each person was given space to record a written or typed comment regarding specific reasons for their answer to the question. Each of the 60 public feedback forms submitted were compiled for review, whether they chose to do so by mail, in person, or online. Using this data, a word cloud was created to provide a visual depicting the most common feedback received. On the word cloud in Figure 37, a larger font represents a commonly mentioned location or concern while a smaller font may represent feedback that was only submitted by a low number of people.



Figure 37: Public Feedback in a Word Cloud

Some of the most common responses mentioned safety, accessibility, and walkability. The public feedback indicates that the people of Opelika support a safety-focused, practical, and accessible bicycle and pedestrian facilities within the Plan. There is also a heavy presence of recreational walkers and cyclists that enjoy exercise and would like to see facilities access their favorite locations and attractions within their city.

Question #3 asked respondents to list three roadways that they prefer to see the City prioritize for consideration of a bicycle or pedestrian facility. Out of the dataset, five (5) roadways were mentioned consistently: Waverly Parkway, Morris Avenue, 10th Street or Oak Bowery Road, Rocky Brook Road, and 2nd Avenue or Pepperell Parkway. Figure 38 displays how respondents prioritized these facilities.

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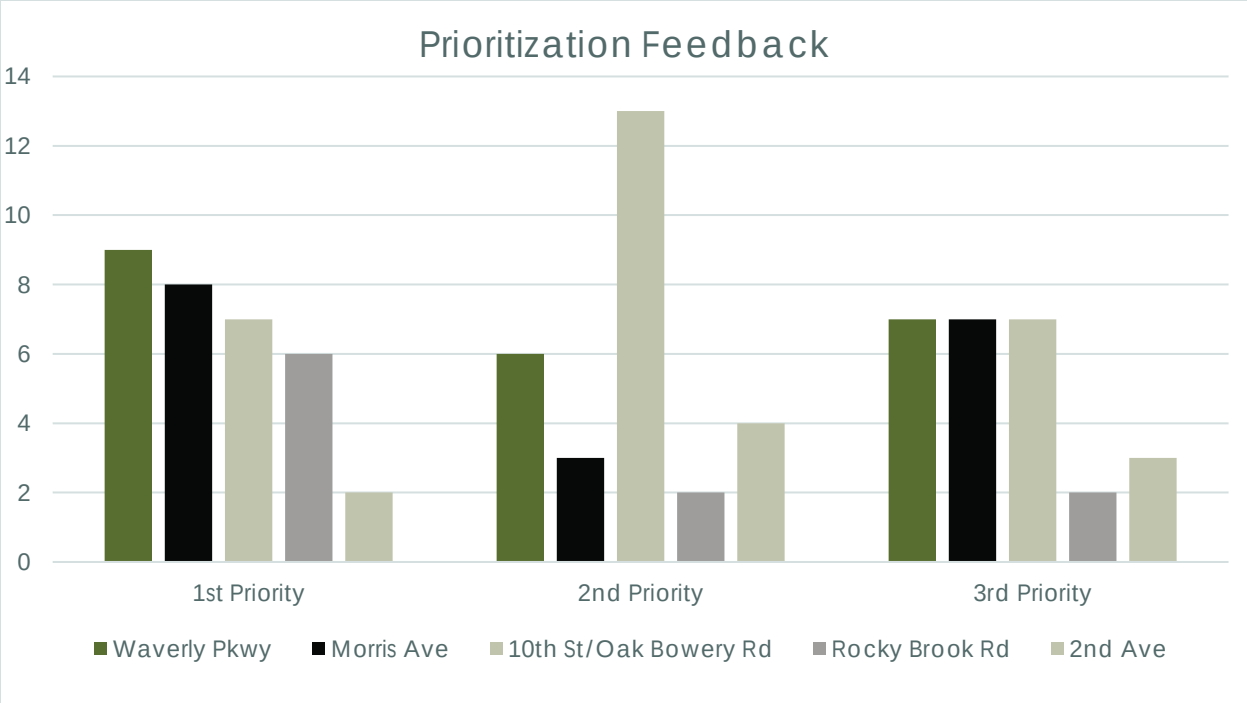


Figure 38: Public Feedback for Facility Priorities

Bicycle Advisory Board

The Opelika Bicycle Advisory Board is a local bicycling advocacy group who meets monthly to organize cycling events, connect with local officials regarding policy and projects, and foster a community for those interested in cycling. Sain Associates was invited to present the Master Plan and answer questions during a monthly meeting on Thursday, October 15, 2020, at the Opelika Sportsplex. Officials from the City and members of the Bicycle Advisory Board committee were present. Many attendees at this meeting were also present at the public meeting held on August 27, 2020. Discussion at the meeting included an update on the study and attaining the bronze status as a bike-friendly community from the League of American Bicyclists.

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8 Toolbox



South 8th Street Storefronts

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Road Diet Guidance

Road diets present an economical method of adding bicycle and pedestrian facilities by restriping existing pavement or adding streetscape infrastructure to reduce vehicular travel lanes and re-purpose the space. Examples of facilities and safety improvements that could be created by a road diet include, but are not limited to, the following:

- Bicycle lanes
- Sidewalks
- Center turn lane
- Landscaped median
- Pedestrian refuge islands
- Parking
- Bulb-outs

Not every four- or five-lane roadway is a suitable candidate for a road diet; however, most of these facilities can be retrofitted rather economically. With this in mind, creating multimodal streets within the town's core should follow the general principles and design criteria below:

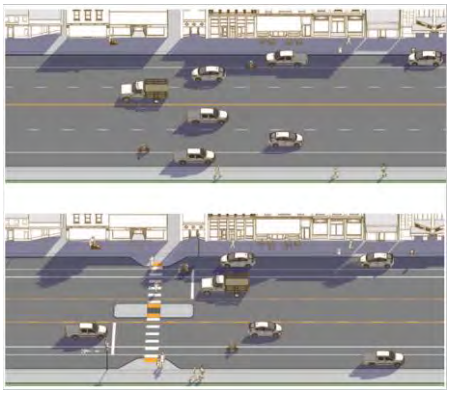
- Target Travel Speed: 25 MPH
- Sidewalk Width: 6 feet preferred, 5 feet allowable
- Number of Through Lanes: 2 Lanes
- Lane Width: 10-11 feet
- Parallel On-Street parking Width: 7-8 feet (optional)
- Bike Facility Lane Width: 4-7 feet

Higher-speed facilities can also benefit from road diets; however, there is a need for additional buffer width to separate vehicles from vulnerable road users such as pedestrians and cyclists. Buffered bicycle lanes utilize a striped width of 1.5 to 4 feet between vehicular travel lanes and bicycle lanes, while separated bicycle facilities require a raised buffer or a bike lane on a different grade than the vehicular facility.

What is a Road Diet?

A *road diet* is generally defined as a reduction of excess roadway capacity to a more compact vehicular facility footprint for the purpose of creating a more complete street.

The most common type of road diet involves a four-lane to three-lane reduction. By meeting certain thresholds of traffic volume, this particular road diet converts a four-lane undivided section of roadway to a safer and more complete street. The resulting three-lane segment allows for bicycle lanes, parking, sidewalks, a center turn lane, and pedestrian refuge islands.



Source: FHWA (Small Town and Rural Multimodal Networks Guide)

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FHWA provides the following guidance on road diets for roads with varying ADTs:

- Less than 10,000 ADT: A great candidate for road diets in most instances. Capacity will most likely not be affected.
- 10,000 – 15,000 ADT: A good candidate for road diets in many instances. Agencies should conduct intersection analyses and consider signal retiming in conjunction with implementation.
- 15,000 – 20,000 ADT: A good candidate for road diets in some instances; however, capacity may be affected depending on conditions. Agencies should conduct a corridor analysis.
- Greater than 20,000 ADT: Agencies should complete a feasibility study to determine whether the location is a good candidate. Some agencies have had success with road diets at higher traffic volumes.

Complete Streets Policy

Complete streets policies across the nation vary in depth and responsibility for the adopting local government. For the purposes of this study, the toolbox breaks down two local examples within the state of Alabama. The City of Huntsville has adopted a Complete Streets policy, and the City of Birmingham has passed a resolution in support of Complete Streets.

> "*Complete streets are streets that are designed, constructed, and operated with consideration to both use and context. They are sized appropriately to their surroundings, and they safely accommodate all modes appropriate to their role in the broader transportation network. Pedestrians, bicyclists, cars, transit, and freight are all taken into account during design, and are integrated as appropriate during implementation.*"
>
> City of Huntsville Complete Streets Policy

The City of Huntsville notes seven parts to their policy.

1. Purpose of Complete Streets
2. Vision
3. Goals
4. Scope and Applicability
5. Implementation Plan
6. Best Practices and Design Guidelines

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7. Performance Measures and Reporting

Every city has different needs and unique circumstances to account for, and the City of Opelika is no different. Local policy that works for the City of Huntsville may not work for Opelika. Figure 39 breaks down each part of Huntsville's complete streets policy into helpful questions for the City to ask while drafting any potential complete streets policy. This list is not all-inclusive, but asking these questions while also considering complete streets policies from other locales would lead the City of Opelika in the direction of crafting its own complete streets policy.

Purpose of Complete Streets
- What are the benefits of complete streets?
- What initiated the desire for complete streets in the City of Opelika?

Vision
- Describe what it looks like for Opelika to possess a full network of complete streets.

Goals
- What policy-related steps are necessary to acheive the vision for complete streets?

Scope and Applicability
- What roadways are governed by the complete streets policy? Are there exceptions?
- What reach will the policy have in each step of the project life cycle?

Implementation
- What is the process by which complete streets projects are programmed and funded?
- How will complete streets projects be prioritized?
- What improvement strategies are viable for each mode of transportation?

Best Practices and Design Guidelines
- What design standards should be adopted to serve as the blueprints for complete streets?
- What organizational involvement is necessary to accomplish a review process?

Performance Measures and Reporting
- What data is necessary to measure progress towards policy goals?
- How will the proper data be collected?

Figure 39: Complete Streets Policy Outline (adapted from Huntsville, AL)

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The City of Birmingham has not adopted a complete streets policy into law, however, the city council has passed a resolution in favor of complete streets in hopes of drafting a policy for future adoption.

> *"The City of Birmingham shall, to the maximum extent practical, scope, plan, design, construct, operate, and maintain all City streets to provide a comprehensive and integrated network of facilities for people of all ages and abilities traveling by foot, bicycle, automobile, public transportation, and commercial vehicle.*
>
> *Such improvement shall be consistent with and supportive of the local community, and that early consideration shall be given to any project's land use and transportation context."*
>
> City of Birmingham Complete Streets Resolution

The City of Birmingham's resolution also contains other elements related to the implementation, enforcement, and design standards related to achieving Complete Streets.

- Statements outlining the benefits that Complete Streets can bring about regarding economic development, road user safety, equality and inclusion, and health and wellness.
- Disclaimers regarding the context in which Complete Streets are achievable. Land use, density, and cost should be considered.
- Design standards to adhere to when planning Complete Streets.
    - AASHTO's *A Guide for Achieving Flexibility in Highway Design*
    - ITE's *Designing Walkable Urban Thoroughfares: A Context-Sensitive Approach*
    - *Pedestrian Right-of-Way Accessible Guidelines (PROWAG)* from the Architectural and Transportation Barriers Compliance Board
    - NACTO's *Urban Bikeway Design Guide*
- Encouragement to communicate openly and effectively with local, regional, and state officials.
- Encouragement for City officials to adopt and implement policies and practices to support Complete Streets

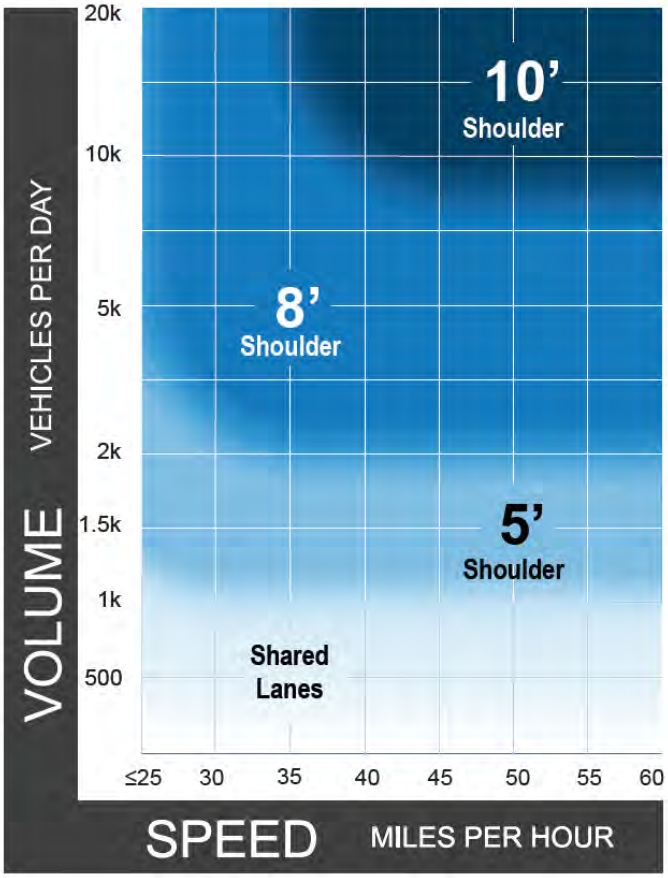
In addition to the policy structure that it creates, adopting a complete streets policy would represent progress within the League of American Bicyclists Report Card metrics. One of the building blocks of a bicycle-friendly community is the adoption of a complete streets policy, as discussed in Section 2 of this report.

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New Construction and Installation of Bicycle Facilities

There are a number of reliable resources outlining proper guidance for building new bicycle facilities. There are two guides that may be especially relevant for the City: The FHWA's *Bikeway Selection Guide* discusses how facilities should be chosen offers straightforward guidance on what roadway characteristics are more conducive to each bicycle facility type. Additionally, the FHWA's *Small Town and Rural Multimodal Networks* provides a less urban-centric outlook on bicycle facilities. Smaller cities face different challenges than larger cities regarding the implementation and network connectivity of bicycle networks.

Different facility types are recommended for rural roadways than urban streets. Figure 40 contains a chart from the Bikeway Selection Guide (FHWA) concerning applicable facilities for rural roadways given daily vehicular volume and posted speed limit, while Figure 41 shows the applicable bicycle facilities for urban streets given the same vehicular volume and speed metrics.



Preferred widths for paved shoulders intended for bicycle traffic depend on traffic volumes and vehicle speeds. Low speed, low volume roadways have less of a need for additional shoulder width. Roadways carrying less than 1,000 vehicles per day generally do not need paved shoulders due to the frequency of passing opportunity if a cyclist is encountered.

Paved shoulders are preferred in rural locales and long-distance routes due to their minimal maintenance burden compared to standard, buffered, or separated bicycle lanes.

Figure 40 displays a helpful graph from the FHWA *Bikeway Selection Guide* that offers a systematic approach to choosing facilities.

Figure 40: Preferred Shoulder Widths for Rural Roadways (Source: FHWA)

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On urban streets, there is rarely enough space to implement sufficient paved shoulders; therefore, other strategies are necessary to accommodate bicycle traffic.

Low-speed, low-volume urban streets are typically best for shared lanes or bicycle boulevards, while increased traffic volume and vehicle speeds necessitate various levels of exclusive bicycle facilities from bike lanes to shared use paths.

Figure 41 displays a graph from the FWHA *Bikeway Selection Guide* to assist in systematically choosing urban facility types.

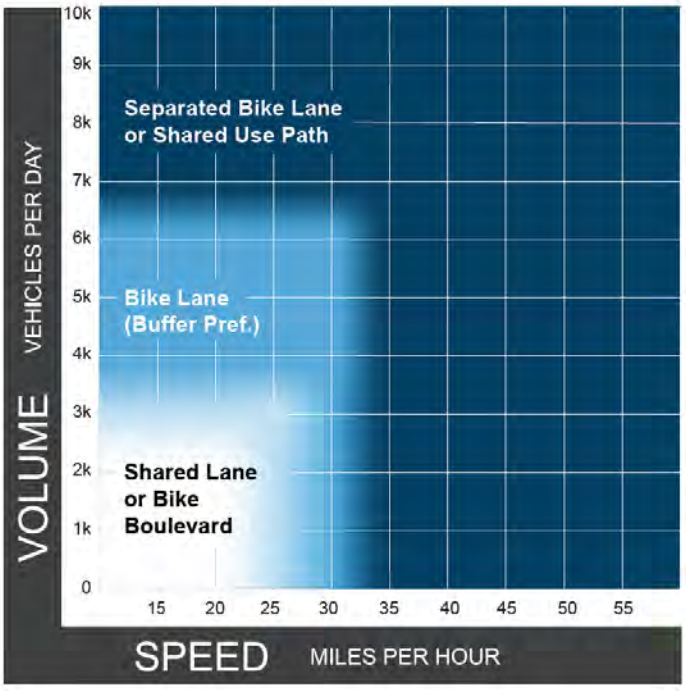


Figure 41: Preferred Bikeway for Urban, Suburban, and Rural Town Streets (Source: FHWA)

If the preferred bikeway is not feasible for installation on the roadway, evaluate a parallel route for a low-stress alternative bicycle route. For example, Pepperell Parkway and 2nd Avenue are high-volume roadways with minimal room for widening. In this urban grid context, looking to parallel streets for bicycle accommodations is a cost-effective, less intrusive project.

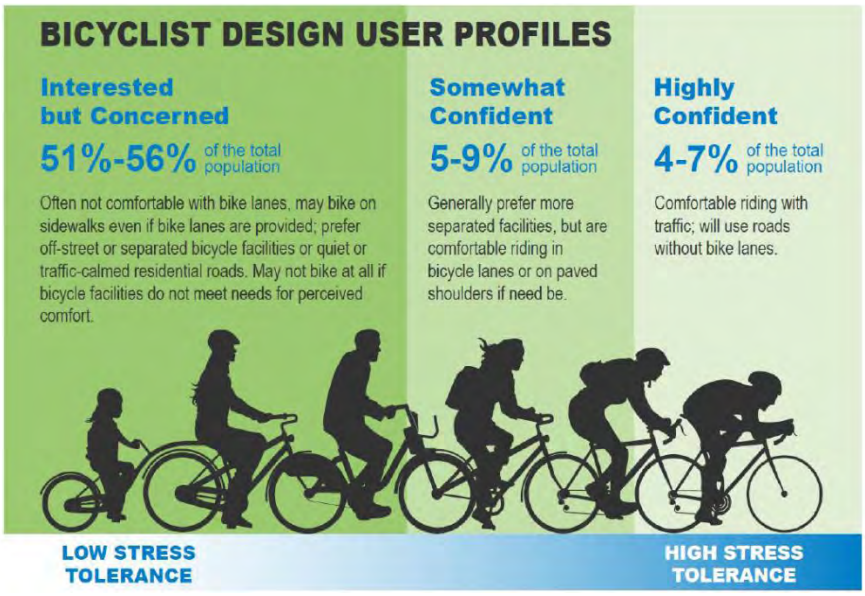


Figure 42: Cyclist User Profiles (Source: FHWA)

When designing bicycle facilities, the process should account for the targeted user group. In most cases, all rider types should be considered.

Figure 42, which is found in the FHWA Small Town and Rural Multimodal Networks guide, discusses user profiles and their desired facility accommodations.

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The FHWA's *Small Town and Rural Multimodal Networks* (2016) publication is a fantastic resource for the City to utilize when considering what facility to implement. This guide aggregates standards from adopted industry guidance and translates it to a feasible, practical set of best practices for small cities such as Opelika. Not all bicycle and pedestrian facilities are appropriate for every roadway, and context is key in determining which facility type is the best fit for the roadway conditions, network role, and space available. The realm of bicycle and pedestrian facility planning and design is a rapidly evolving practice, and the latest standards and publications should be reviewed in the future as more data becomes available from these modes of transportation.

The following figures (43 – 49) offer a brief synopsis of each facility type recommended as a part of the Master Plan. Each figure contains facts and guidance from the *Small Town and Rural Multimodal Networks* publication as it relates to each facility.

These figures are not all-encompassing for every situation. This information is aggregated here for convenience and should be used as a reference in conjunction with all appropriate design standards.

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Figure 43: Bicycle Boulevard Guidance

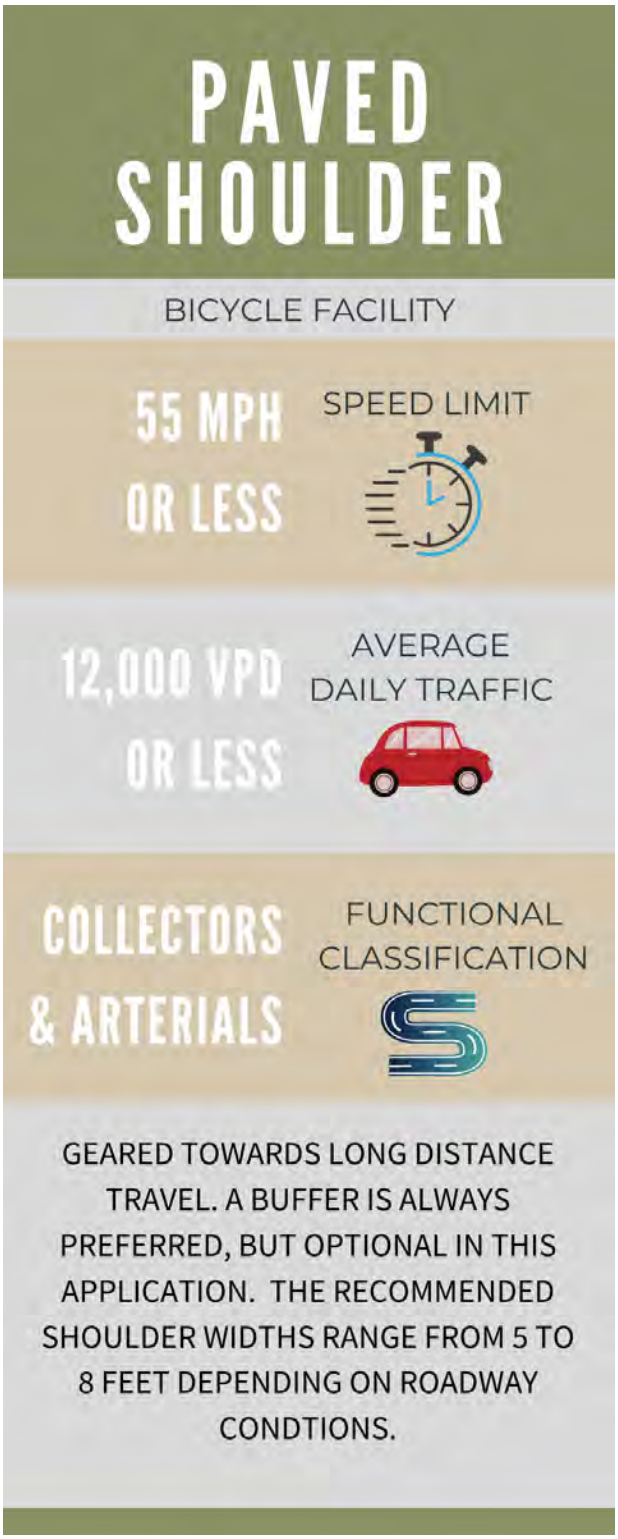


Figure 44: Paved Shoulder Guidance

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Figure 45: Bicycle Lane Guidance

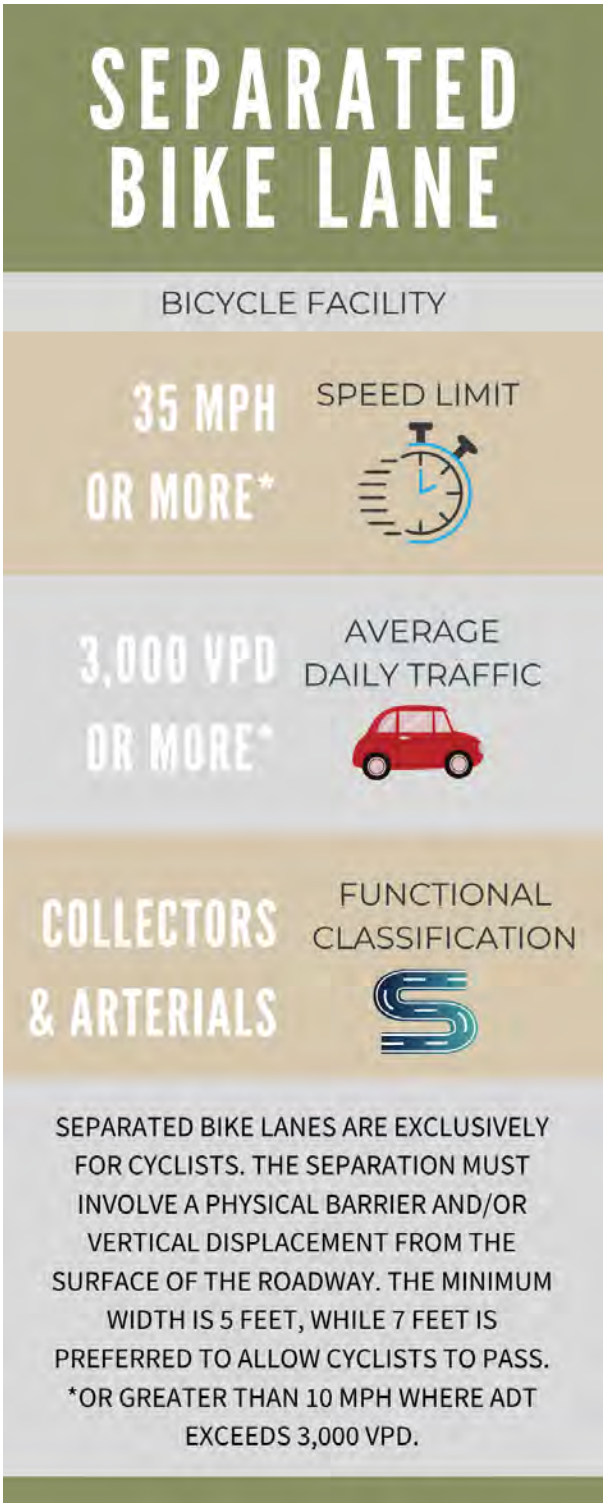


Figure 46: Separated Bike Lane Guidance

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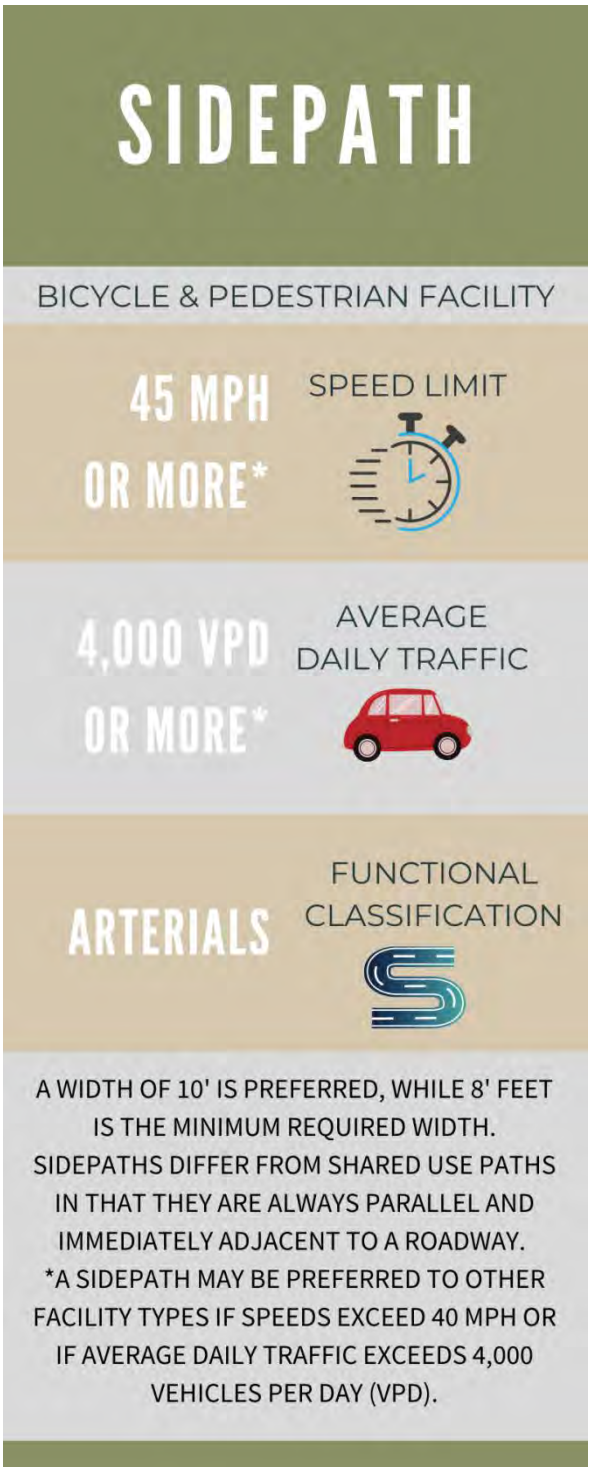


Figure 47: Sidepath Guidance



Figure 48: Shared Use Path Guidance

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Figure 49: Sidewalk Guidance

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Pedestrian Facilities at Intersections

Crosswalk Enhancements

Marked Crosswalks give direction to pedestrians and create an expectation of pedestrians in the area for drivers. Not all crosswalks should be marked, but doing so can serve as a traffic calming countermeasure and increase pedestrian safety where additional mitigation is deemed necessary by an engineering study.

The Manual on Uniform Traffic Control Devices (MUTCD) should be consulted in conjunction with the development of any signing or pavement marking plan to ensure compliance with industry standards. Inconsistent or inadequate signage is quite common and often undermines the intended purpose of increased safety for all roadway users.

Within the state of Alabama, the continental crosswalk design is preferred along state routes at the time of this study, but the City may opt for their own design on local streets. Additional guidance regarding pavement markings, colors, and crosswalk designs can be found in the MUTCD.

Cost (FHWA PedSafe): 600 to 5,700

Figure 50 shows an example of crossing enhancements such as pavement markings, additional signage, and lighting.



Figure 50: Example of Crosswalk Enhancements (Source: PEDSAFE)

Curb Extensions or "Bulb-Outs"

Curb extensions, or "bulb-outs," at intersections increase the visibility of pedestrians for motorists and vice versa. This countermeasure also decreases crosswalk width for pedestrians, which reduces the amount of time pedestrians spend crossing the traveled way. At signalized intersections, this can lead to reduced pedestrian intervals as well.

Cost (FHWA PedSafe): 2,000 to 20,000

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Figure 51 shows an example of curb extensions within the context of sight distance from the perspective of the driver and the pedestrian.



Figure 51: Example of Curb Extensions (Source: PEDSAFE)

Crossing Islands

Crossing islands, or pedestrian refuge islands, can accomplish similar results as curb extensions. Crossing islands at intersections allows pedestrians to focus on one direction of the roadway at a time instead of both directions. Crossing islands also create flexibility within signal timings for implementation of a leading pedestrian interval or a multi-phase crossing. The crossing island should be a minimum of four (4) feet wide, while eight (8) feet is preferable. The cost depends on the design of the island and the existing roadway configuration.

Cost (FHWA PedSafe): 2,140 to 41,710

Figure 52 shows an example of a crossing island within a heavy urban environment. Crossing islands vary in size and intersection control required to properly utilize, but the concepts remain the same.

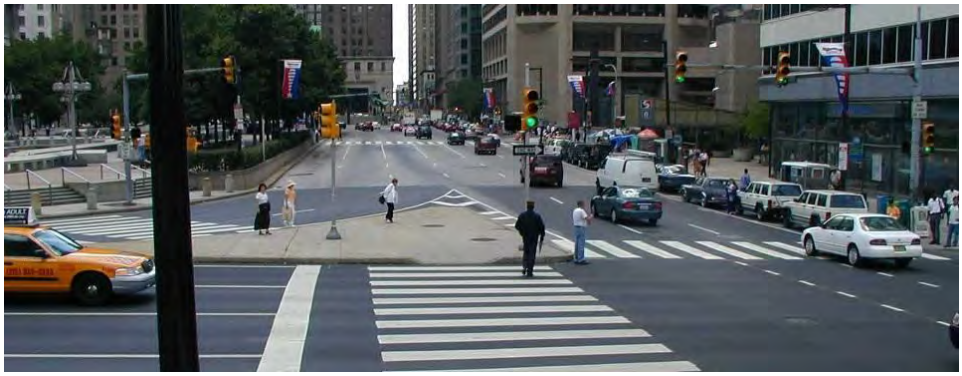


Figure 52: Example of Pedestrian Crossing Island (Source: PEDSAFE)

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Lighting

Lighting allows for increased visibility of pedestrians at a specific location. Though signage is retroreflective and visible to drivers, it is often an incomplete treatment at a high-traffic crosswalk.

Cost (FHWA PedSafe): 10,750 to 42,000 per crosswalk

Figure 53 displays the proper locations for lighting at a crosswalk.



Proper placement of crosswalk illumination (Credit: Michele Weisbart)

Figure 53: Lighting at a Crosswalk (Source: PEDSAFE)

Parking Restrictions at Crossing Locations

Parked cars near intersections can block a driver's view of pedestrians waiting to cross at a crosswalk. Implementing parking restrictions within a certain distance of a crosswalk promotes safer conditions and improved sight lines for both motorists and pedestrians at the crosswalk. The distance should account for the speed of the roadway using sight triangles and braking distances from *A Policy on Geometric Design of Highways and Streets* (AASHTO 2011).

Cost (FHWA PedSafe): $250 to $20,000

Figure 54 shows two examples of parking restrictions at crossing locations. On the left image, the municipality utilized colored curb paint to restrict parking, while signage is used to enforce the parking restrictions on the right image. It is important to note that signage and paint can serve as a temporary measure if curb extensions are not feasible due to space or cost.

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Figure 54: Example of Parking Restrictions at Crossing Locations (Source: PEDSAFE)

Bicycle Facilities at Intersections

Dashed Lines and Colored Pavement

Similarly to crosswalks signifying the expectation of pedestrians, enhanced pavement markings draw attention to bicycle facilities and notify drivers to expect bicycle activity. It is often impractical to install and maintain colored pavement throughout an entire bicycle network, but targeted use of colored pavement through intersections and conflict areas can increase safety for cyclists. Regardless of the presence of colored pavement, dashed lines should be striped through intersections where bicycle lanes are present.

Figure 55 displays proper striping layouts for bicycle lanes traveling through intersections, along with recommended signage to call attention to potential cycling activity that may conflict with vehicular movements.

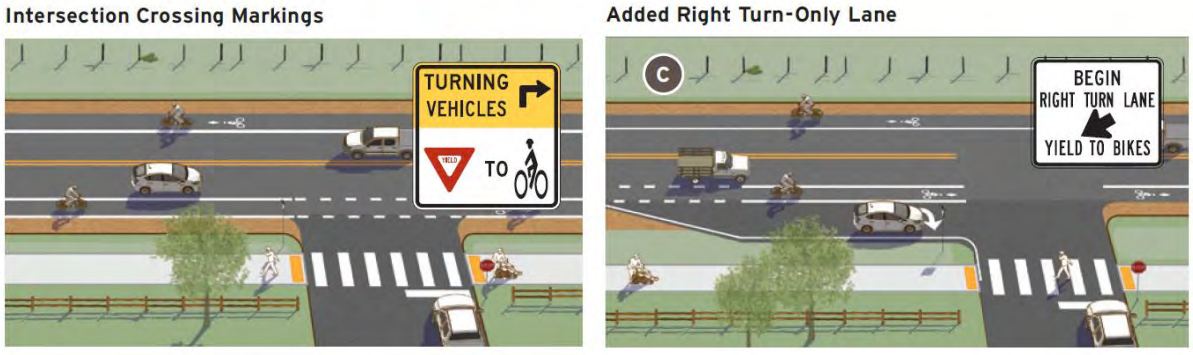


Figure 55: Proper bicycle lane striping at a side street intersection (Source: FHWA)

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Adequate Bicycle Lane Width

Designing and constructing bicycle facilities with adequate lane widths is key to usage rates among cyclists of all comfort levels. If a bicycle lane is too narrow, novice riders will most likely avoid using the facility. The same is true for experienced riders if the bike lane or paved shoulder contains rumble strips that are mistakenly included in the calculated width of a facility.

The absolute minimum recommended width of a bicycle lane is four (4) feet, while 6.5 feet is the preferred width to allow for passing maneuvers. Though not required, a buffer is always preferred between vehicular and bicycle traffic. A typical buffer is installed using standard white line striping, but other buffers can be utilized such as bollards, reboundable delineators, planters, and other barrier types or vertical displacement techniques. Figure 56 illustrates one example of a buffered bike lane with adequate width.

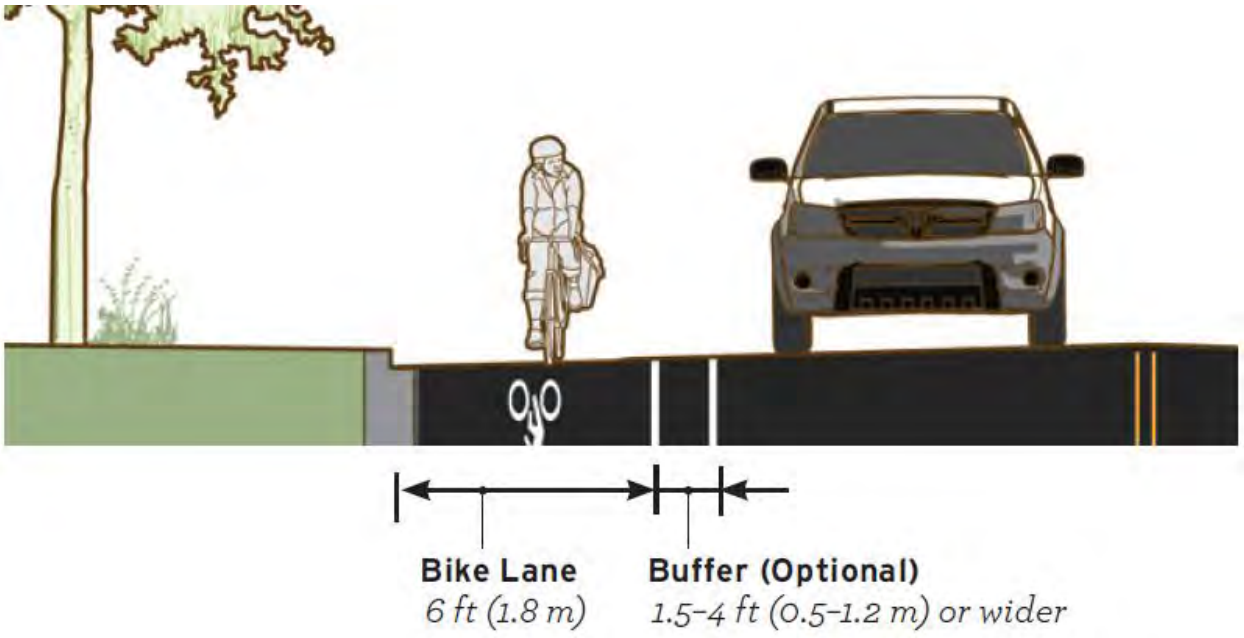


Figure 56: Adequate Bicycle Lane Width Example (Source: FHWA)

Bike Box

Bike boxes are a relatively new development in bicycle traffic operations; they assign an area for cyclists to queue ahead of vehicular traffic at a signalized intersection approach. On red a cyclist will stop within the bike box and wait for green, while vehicles queue behind the bike box until the cyclists clear the area. The bike box pavement area is painted green to alert drivers of cyclist presence and provide cyclists a visual instruction of where to queue. Additionally, bike boxes give operational priority to cyclists when the

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signal turns green to continue straight or turn either direction without conflict from vehicles traveling in the same direction.

The National Association of City Transportation Officials (NACTO) *Urban Bikeway Design Guide* (2014) contains more complete guidance for bike box applications. Bike boxes cover the entire lane width (or multiple lanes in some cases) and are typically 10 to 16 feet deep. Supplemental signage and markings are beneficial, especially where bike boxes are uncommon.

Figure 57 shows a plan view of a bike box at an intersection.



Figure 57: Bike Box Example (Source: NACTO)

Two-Stage Turn Queue Box

Another solution to the challenge of providing safer left turn or crossing mechanisms for cyclists is the application of a two-stage turn queue box. First, a cyclist approaches the intersection in the right turn lane or shared through/right turn lane. The cyclist then decelerates and stops within the queue box to wait for a green light on the side street. The cyclists then has priority over the side street through vehicles by virtue of its position and does not need to contend with vehicles in the same way as a traditional left turn.

Similar to a bike box, a designated area is painted green where cyclists are intended to queue. However, the difference with the two-stage turn queue box is that the box is positioned within the intersecting lane to allow left-turning cyclists the same benefit as a bike box for a perpendicular approach to a signalized intersection. A two-stage turn

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queue box should be installed ahead of the stop line but within the through lane or adjacent to the through lane. Additionally, this solution is practical for three- or four-leg intersections due to its easy installation and the fact that it typically does not require any ancillary improvements apart from minor restriping.

Figure 58 contains a helpful diagram of a two-stage turn queue box application at an intersection.

The two-stage turn queue box is not widely used at the time of this study, but it can be found in Atlanta, Philadelphia, Portland (OR), New York, Chicago, and Salt Lake City. Again, the NACTO *Urban Bikeway Design Guide* is an excellent resource for further guidance on this method and other strategies for bicycle accommodations.



Figure 58: Two-Stage Turn Queue Box Example (Source: NACTO)

Mid-Block Crossings

An overarching theme of pedestrian facility planning and design is the fact that pedestrians tend to cross where it is most convenient, regardless of constructed improvements. When determining the need for a mid-block crossing, origin and destination should be heavily considered as they relate to pedestrian trip generation.

For example, if a community center is positioned directly across the street from a public park, pedestrians will most likely not travel very far out of the way to cross the street. They will do so where it is convenient. Many times it is best to construct enhanced crossings at these locations. After it is determined where a crossing should be located, average daily

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traffic, number of travel lanes, and vehicle speeds are the most important factors in determining the appropriate type of crossing.

Figure 59 shows a table from the FHWA *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* (2018) that outlines potential pedestrian crossing solutions given certain traffic and geometric conditions. Every situation is different, and engineering judgment should always be used in conjunction with any tables, charts, or diagrams.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	● 2 4 5 6	● 5 6 7 9	○ 5 6 ● 9	● 4 5 6	● 5 6 7 9	○ 5 6 ● 9	● 4 5 6 7 9	○ 5 6 7 9	○ 5 6 ● 9
3 lanes with raised median (1 lane in each direction)	● 2 3 4 5 7 9	● ● 5 7 9	○ ● 5 ● 9	○ 3 4 5 7 9	○ ● 5 ● 9	○ ● 5 ● 9	○ ● 4 5 7 9	○ ● 5 ● 9	○ ● 5 ● 9
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	● 2 3 4 5 6 7 9	● ● 5 6 7 9	○ ● 5 6 ● 9	○ 3 4 5 6 7 9	○ ● 5 6 ● 9	○ ● 5 6 ● 9	○ ● 4 5 6 7 9	○ ● 5 6 ● 9	○ ● 5 6 ● 9
4+ lanes with raised median (2 or more lanes in each direction)	● ● 5 7 8 9	● ● 5 7 8 9	○ ● 5 8 ● 9	○ ● 5 7 8 9	○ ● 5 ● 8 9	○ ● 5 8 ● 9	○ ● 5 ● 8 9	○ ● 5 8 ● 9	○ ● 5 8 ● 9
4+ lanes w/o raised median (2 or more lanes in each direction)	● ● 5 6 7 8 9	○ ● 5 ● 6 7 8 9	○ ● 5 ● 6 8 ● 9	○ ● 5 ● 6 7 8 9	○ ● 5 ● 6 ● 8 9	○ ● 5 ● 6 8 ● 9	○ ● 5 ● 6 ● 8 9	○ ● 5 ● 6 8 ● 9	○ ● 5 ● 6 8 ● 9

Given the set of conditions in a cell,

\# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

Figure 59: Pedestrian Safety Countermeasures by Roadway Conditions (Source: FHWA)

Figure 59 describes a quantitative approach to improving safety. Figure 60 has a similar goal to provide guidance for safety improvements at uncontrolled crossing locations; however, the guidance has a qualitative measurement to diagnose particular safety issues and choose a countermeasure that solves the issue. In practice, Figure 59 and 60

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should be considered in tandem along with engineering judgment to design an appropriate crossing to enhance pedestrian safety.

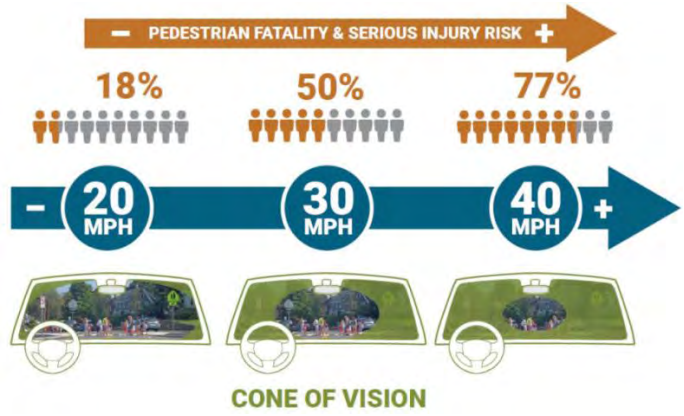
Pedestrian Crash Countermeasure for Uncontrolled Crossings	Safety Issue Addressed				
	Conflicts at crossing locations	Excessive vehicle speed	Inadequate conspicuity/ visibility	Drivers not yielding to pedestrians in crosswalks	Insufficient separation from traffic
Crosswalk visibility enhancement	●	●	●	●	●
High-visibility crosswalk markings*	●		●	●	
Parking restriction on crosswalk approach*	●		●	●	
Improved nighttime lighting*	●		●		
Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line*	●		●	●	●
In-Street Pedestrian Crossing sign*	●	●	●	●	
Curb extension*	●	●	●		●
Raised crosswalk	●	●	●	●	
Pedestrian refuge island	●	●	●		●
Pedestrian Hybrid Beacon	●	●	●	●	
Road Diet	●	●	●		●
Rectangular Rapid-Flashing Beacon	●		●	●	●

*These countermeasures make up the STEP countermeasure "crosswalk visibility enhancements." Multiple countermeasures may be implemented at a location as part of crosswalk visibility enhancements.

Figure 60: Safety Issues Addressed by Countermeasure (FHWA)

Additionally, it is important who may be using the crossing, especially if it is young children or a concentrated senior living population. These groups may require additional countermeasures beyond what is typically recommended.

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Vehicle speed has been shown to be related to pedestrian injury severity during collisions. By decreasing vehicle speeds with traffic calming elements, there is a renewed focus on reducing the severity of a collision or increasing the chance that a collision is avoided entirely. Figure 61 displays study results on pedestrian crash severity and vehicle speed.

Figure 61: Impact Speed versus Pedestrian Risk of Severe Injury (Source: AARP Study 2011)

Not all mid-block locations should be marked as a mid-block crossing. In general, a crosswalk should not be marked if one or more of the following conditions are present, per the FHWA Everyday Counts (EDC) Safe Transportation for Every Pedestrian (STEP) initiative:

- Vehicle speeds are greater than 40 MPH.
- A multilane road without a median carrying an average daily traffic volume greater than 12,000 vehicles per day.
- A multilane road with a median carrying an average daily traffic volume greater than 15,000 vehicles per day.
- Locations in close proximity to a signalized intersection.

Within the state of Alabama along the state route network, the preferred method for marking a crosswalk is the continental design. The continental design involves wide longitudinal bars, which increase the visibility of the crosswalk for drivers from that of lateral striped crosswalks. The City can use whichever method it prefers on local streets. However, it is important to remember the following concepts:

- Though aesthetically pleasing, textured crosswalks are difficult to maintain and suffer from fading, which lessens the distinction from regular roadway surfaces and decreases visibility for drivers. Additionally, textured crosswalks often create barriers to ADA-accessibility.
- Unorthodox colors used in crosswalks tend to be distracting for drivers, which creates additional safety issues.
- Consistency is important for roadway signage and pavement markings. Inconsistent and unmaintained pavement markings are less helpful for drivers and less safe for pedestrians.

If a crosswalk is marked, it should often be complemented with the appropriate signage. The Manual on Uniform Traffic Control Devices (MUTCD) should be consulted in conjunction with the development of any signing or pavement marking plan to ensure

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compliance with industry standards. Inconsistent or inadequate signage is quite common and often undermines the intended purpose of increased safety for all roadway users. Ensure that advanced yield lines are installed in conjunction with the crosswalk. Figure 62 shows a few examples of signage that can be implemented at or prior to crosswalks.



Figure 62: MUTCD Signage Options for Crosswalks

Raised Crosswalk

Raised Crosswalks are another traffic calming countermeasure that force motorists to slow down when approaching a crosswalk. A raised crosswalk is essentially a speed table at least 10 feet in width that allows the front and rear wheels of a passenger vehicle to be on top of the table at the same time. This countermeasure is typically used at mid-block crossings, and cost is heavily dependent on the total roadway width.

Cost (FHWA PedSafe): $25,000 to $100,000

Figure 63 displays an example of a raised crosswalk.

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Figure 63: Example of Raised Crosswalk in Alexandria, VA (Source: PEDSAFE)

Crossing Island

Crossing islands, or pedestrian refuge islands open up the possibility for pedestrians to complete a two-stage crossing at a controlled or uncontrolled crossing location, which allows them to focus on one direction of the roadway at a time instead of both directions. Two-stage crossing is a safer maneuver than the typical one-stage crossing. The crossing island should be a minimum of four (4) feet wide, while eight (8) feet is preferable. The cost depends on the design of the island and the existing roadway configuration.

As with any mid-block crossing, this countermeasure should be accompanied by signage, pavement markings, and other active or passive control to increase the conspicuity of the crosswalk and its pedestrian users.

Cost (FHWA PedSafe): $2,140 to $41,710

Figure 64 shows an example of a mid-block crossing that utilizes a pedestrian refuge island, a continental crosswalk design, and enhanced signage.

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Figure 64: Pedestrian Refuge Island Example (Source: PEDSAFE)

Rectangular Rapid Flashing Beacon (RRFB)

The RRFB is a pedestrian-actuated warning sign with two rectangular yellow indicators to inform drivers that a pedestrian is crossing the roadway. Studies have shown that RRFB's are effective when speed limits are less than 40 MPH. This strategy has been granted interim approval by the FHWA, and any agency must receive permission before implementing this safety countermeasure.

Cost (FHWA PedSafe): $4,500 to $52,000

Figure 65 displays an example of a rectangular rapid flashing beacon at a mid-block crossing.

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Figure 65: Rectangular Rapid Flashing Beacon Example (Source: PEDSAFE)

Pedestrian Hybrid Beacon (PHB)

As vehicle speeds increase and traffic volumes increase, it becomes more necessary to implement vehicle control countermeasures at pedestrian crossing locations. The pedestrian hybrid beacon (PHB) is a pedestrian-actuated signal that gives vehicular traffic a red signal when activated and turns off after the allocated crossing time elapses until the next pedestrian actuation. A PHB is much more expensive than most countermeasures, yet it is still less costly than a signalized intersection while improving safety for pedestrians at a crossing location. One key consideration prior to installation is the proximity to any nearby signals. Signal progression could be significantly affected, especially if pedestrian volumes are high.

Cost (FHWA PedSafe): $21,000 to $128,000

Figure 66 shows three diagrams that visually explain how a pedestrian hybrid beacon operates:

1. Top Left: Pedestrian Hybrid Beacon Layout Example.
2. Bottom Left: Pedestrian Hybrid Beacon Signal Head Display.
3. Right: Pedestrian Hybrid Beacon's corresponding Vehicular-Pedestrian Signal Head Progression.

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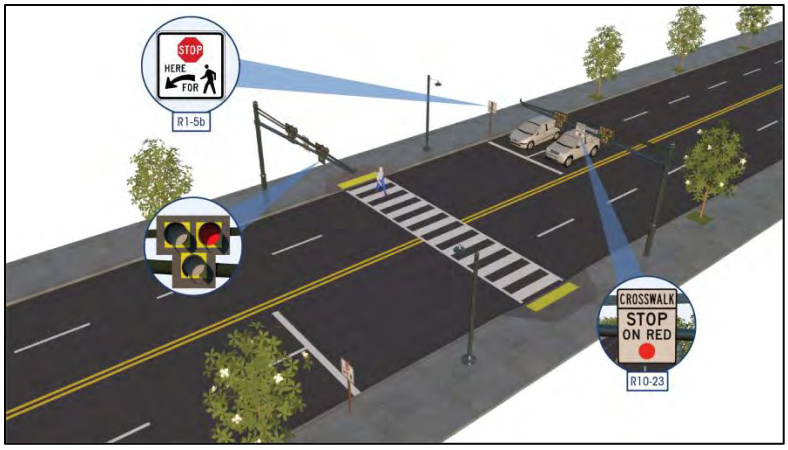






Figure 66: Pedestrian Hybrid Beacon Layout, Display, and Operation Example (Source: PEDSAFE)

Recommended Bicycle and Pedestrian Facility Requirements for Developers

New development and redevelopment of existing properties presents a prime opportunity to steadily increase the City's bicycle and pedestrian facility network. By requiring developers to install or to some degree consider bicycle and pedestrian modes of transportation, the City makes an actionable statement that cyclists and pedestrians are a priority. Many municipalities across the country have vehicular traffic-related requirements prior to development, but more and more state and local governments are leveraging the importance of bicycle and pedestrian travel to create a more equitable transportation network for all users.

The City's current Public Works Manual outlines generic sidewalk requirements for residential and collector streets. Bicycle paths are mentioned within the residential guidance but not required. The following design standards are offered within the City's Public Works Manual for residential and collector street types:

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- Residential
  - Sidewalks are recommended but not required. "*Sidewalks should ordinarily be provided along streets used for pedestrian access to schools, parks, shopping areas, and transit stops.*"
  - Width: 4 to 6 feet.
  - Setback: Minimum 6 feet from face of curb.
- Collector
  - Sidewalks are required. "*Sidewalks shall be placed along all collector streets where curb and gutter is also used.*"
  - Width: 4 to 6 feet.
  - Setback: Minimum 10 feet from face of curb.

There are several strategies the City may choose to implement to expedite the expansion of the bicycle and pedestrian network, especially on local streets owned and maintained by the City itself:

- Require implementation of facilities outlined within the Master Plan upon development or redevelopment of parcels along roadways within the City. This can be scaled by land use or functional classification of each roadway.
- Establish a preferred sidewalk width of six (6) feet in all applications except for isolated segments where topography is deemed extreme or tree preservation is preferred by the City. In these instances, the sidewalk width may be five (5) feet wide for a short distance.
- Reduce the minimum setback of sidewalks from the curb if a bicycle facility is installed along a roadway, whether internal or external to a development.
- Reduce minimum vehicular parking requirements, allowing for more space for bicycle parking, sidewalks, or bicycle facilities. This is especially the case in the City's urban core.
- Require bicycle parking within commercial or high-density residential developments.
- Adopt rear-parking and side-parking ordinances within commercial sites to promote bicycle and pedestrian safety and access.
- Adopt access management requirements per the ALDOT Access Management Manual. An excessive number of driveways along an arterial can be detrimental to bicycle and pedestrian safety. Each driveway also increases the cost for installing bicycle and pedestrian facilities due to curb ramps, grading, drainage, signage, and pavement markings.
- Pursue access management retrofit projects along densely developed arterials. These projects present an opportunity to install bicycle or pedestrian facilities in addition to the aesthetic benefit to the roadway that access management provides.

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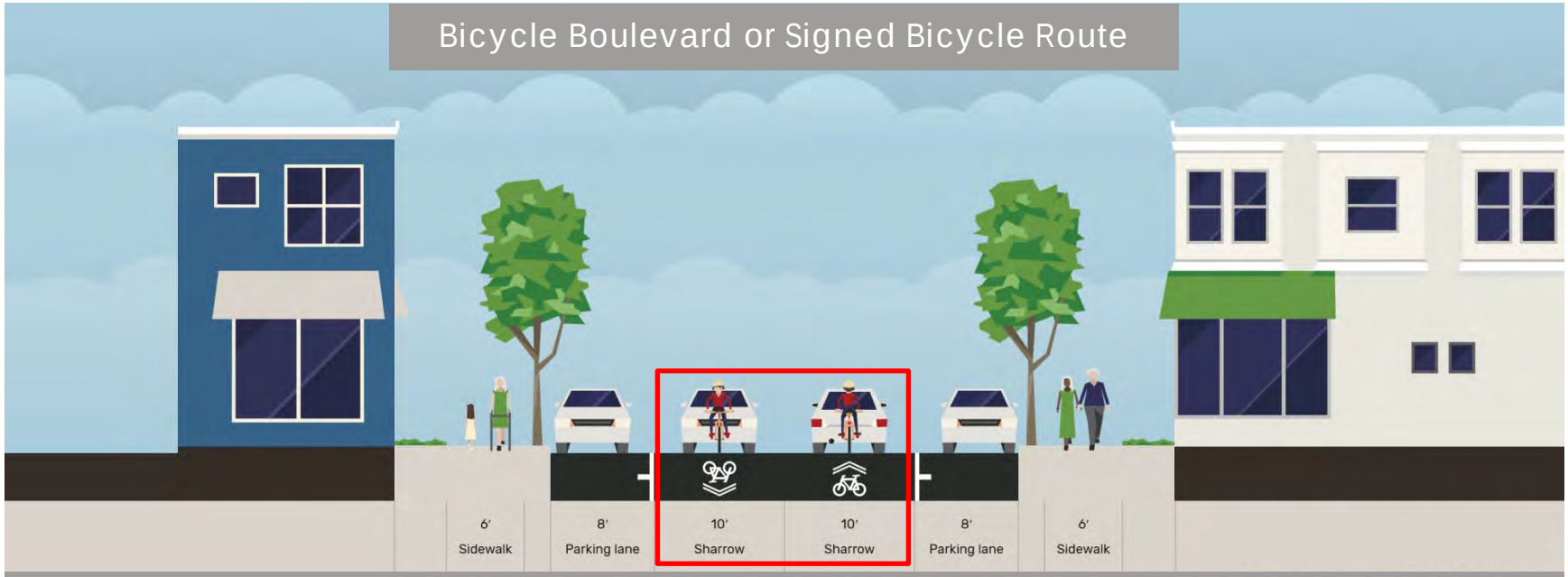
The Every Day Counts initiative established by the FWHA is a process that identifies underutilized innovations to shorten project delivery time, enhance roadway safety, reduce traffic congestion, and integrate automation. Within this initiative, the Safe Transportation for Every Pedestrian (STEP) countermeasures warrant consideration when developments have potential to generate pedestrian and bicycle trips. Most countermeasures are listed previously within this Toolbox, but several low-cost enhancements that development should install where applicable are as follows: rectangular rapid flashing beacon, leading pedestrian intervals (LPI), crosswalk visibility enhancements, raised crosswalks, pedestrian refuge islands, pedestrian hybrid beacons (PHB), and road diet or lane reallocation best practices. Each of these countermeasures have been studied in-depth and are actively promoted by several FHWA initiatives and programs.

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Typical Sections

The following figures show typical sections of the facilities mentioned within the Plan. The typical sections shown are not all-encompassing in terms of potential applications and merely present scalable options for facility implementation.

Bicycle Boulevard or Signed Bicycle Route

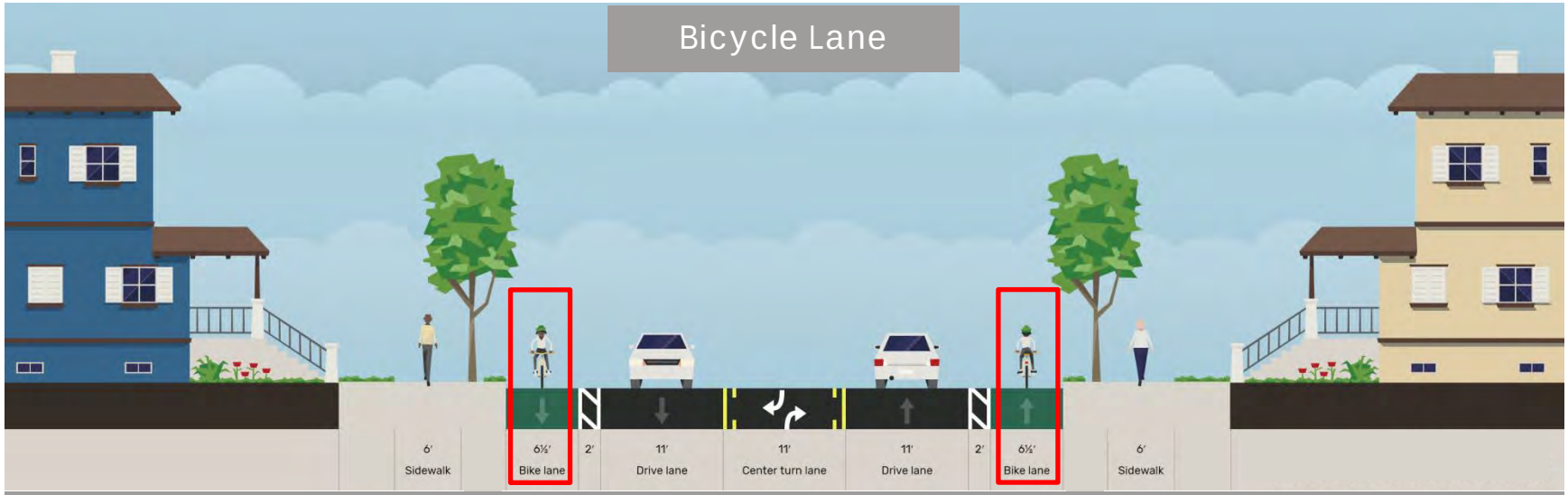


A *bicycle boulevard* or *signed bicycle route* represents a low-speed, shared street between motorists and cyclists. The typical section shown above represents one of many applications of this facility type.

This strategy is typically implemented on local streets with an average annual daily traffic (AADT) volume of less than 3,000 vehicles per day. Pairing this typical section with countermeasures such as speed pillows, chicanes, and pedestrian crossing enhancements is common practice.

Lane widths can vary, but a two-lane bicycle boulevard is typically less than 22 feet in width. This does not include optional sidewalk, parking, or facilities shown on the typical section above.

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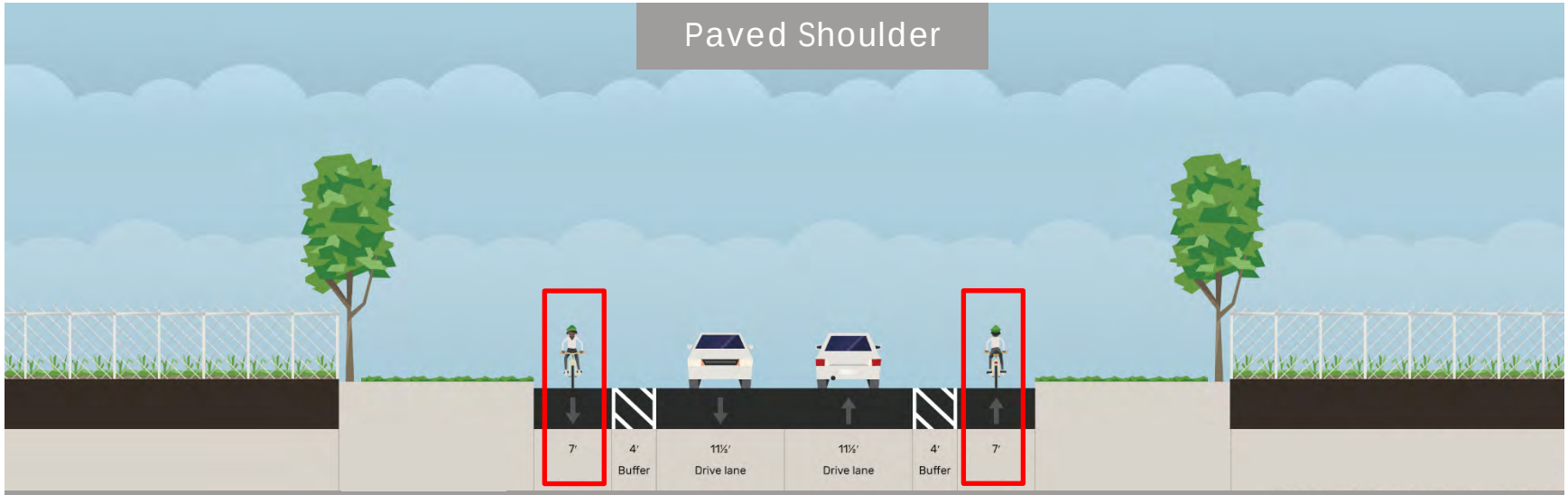
A *bicycle lane* is an exclusive lane reserved for cyclists along a roadway. The typical section shown above represents a *buffered bicycle lane*, which is one of many applications of this facility type.

This strategy is typically recommended on urban collectors or arterials with an average annual daily traffic (AADT) volume between than 3,000 and 9,000 vehicles per day.

Bicycle lane widths should be at least 4 feet, while 6.5 feet is the preferred width to allow for passing maneuvers. If a striped buffer is included, then the facility becomes a buffered bicycle lane. Buffer width can range from 1.5 to 4 feet depending on the roadway conditions such as speed limit, traffic volumes, and available space. As vehicle speeds increase, the need for a striped buffer or additional separation increases.

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Paved Shoulder



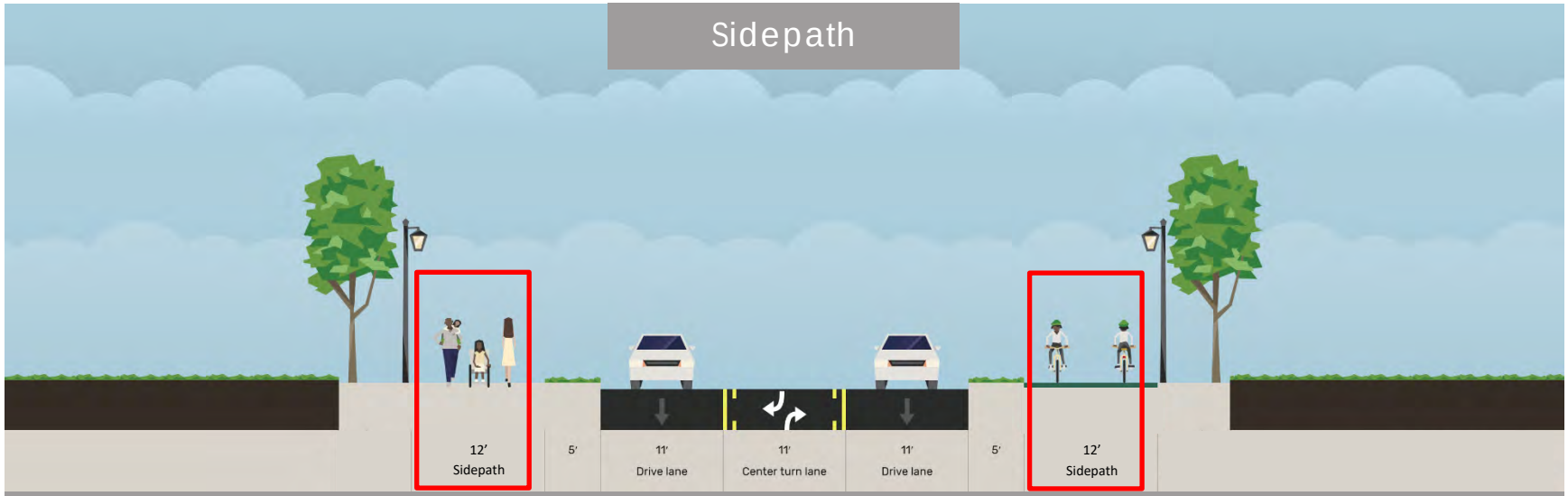
A *paved shoulder* is an extension of the roadway width not reserved for vehicular travel. The typical section shown above represents one of many applications of this facility type.

This strategy is typically recommended on rural collectors or arterials with an average annual daily traffic (AADT) volume less than 12,000 vehicles per day. Paved shoulders generally aid bicycle networks with long distance travel, but many applications exist within a local network as well.

The recommended width of a paved shoulder intended to serve cyclists should be at least 5 to 8 feet depending on vehicle speeds. A striped buffer is always preferred but not required. Striped buffers for this facility type range from 1.5 to 4 feet depending on the roadway conditions such as speed limit, traffic volumes, and available space. As vehicle speeds increase, the need for a striped buffer or additional separation increases.

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Sidepath



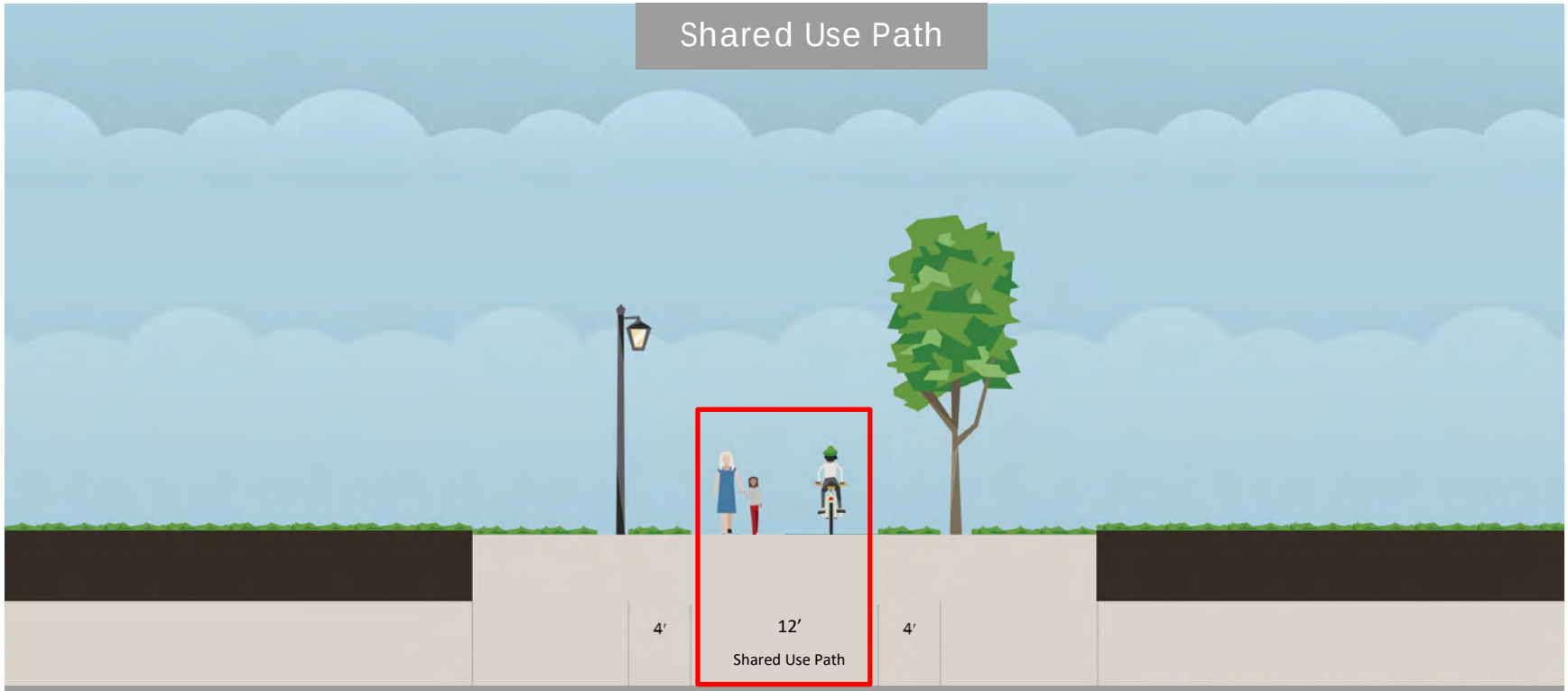
A *sidepath* is a facility reserved for pedestrians and cyclists located parallel and immediately adjacent to a roadway. The typical section shown above represents one of many applications of this facility type.

Sidepaths are recommended along urban or rural collectors and arterials with average annual daily traffic (AADT) volume exceeding 4,000 vehicles per day or vehicle speeds exceeding 40 MPH.

The recommended width of a sidepath is 8 to 12 feet, while a minimum of 5 feet of separation from the roadway to the sidepath must be maintained. As vehicle speeds and traffic volume increase, wider separation between the edge of the roadway and the sidepath becomes more preferable.

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Shared Use Path



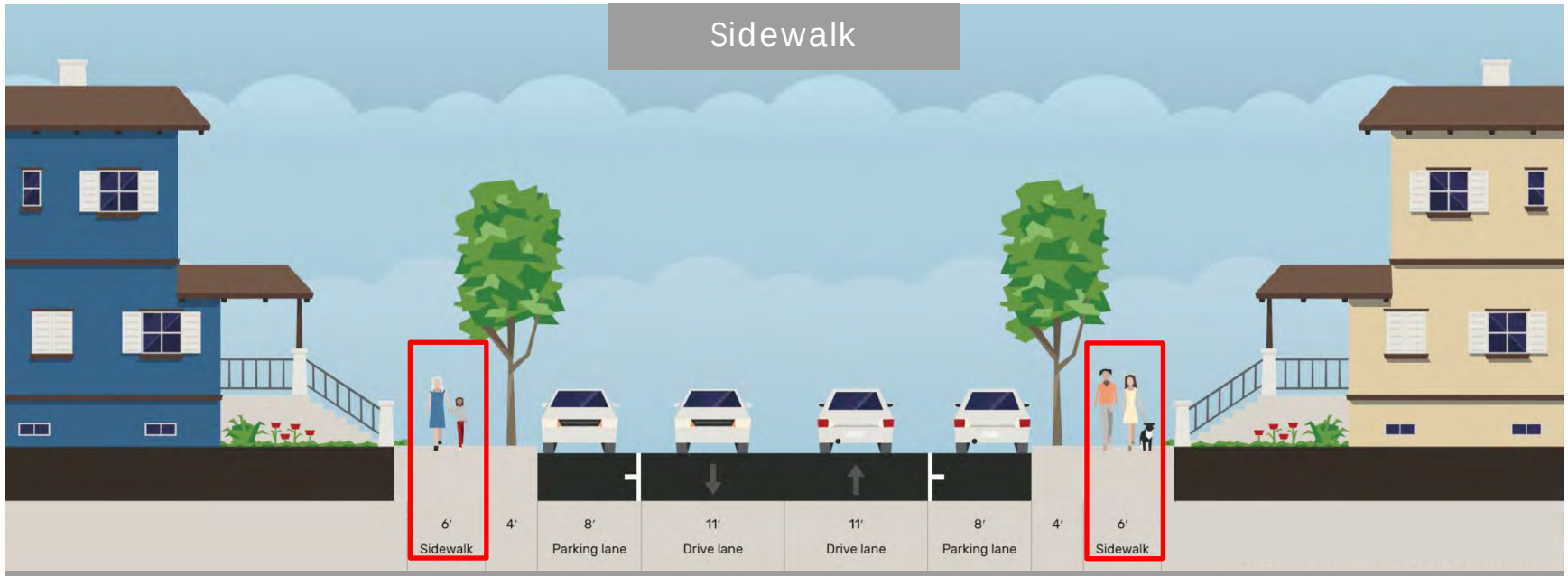
A *shared use path* is a facility reserved for pedestrians and cyclists that is physically separate from any vehicular roadway. The typical section shown above represents one of many applications of this facility type.

Shared use paths serve as multimodal network connectors in urban or rural environments. In many cases, adequate space does not exist on a roadway for a pedestrian or bicycle facility.

The recommended width of a shared use path is 10 to 12 feet. Signage and pavement markings are not required on shared use paths, but centerline striping and 'bicycles yield to peds' signs may be helpful if shared use paths are not common in the area. When intersecting a roadway, shared use paths should have adequate crossing enhancements per the Manual on Uniform Traffic Control Devices (MUTCD).

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Sidewalk



A *sidewalk* is a facility reserved for pedestrians along a roadway. The typical section shown above represents one of many applications of this facility type.

Sidewalks are recommended on all types of roadway where pedestrian activity is likely.

The recommended with of a sidewalk is 6 feet, while a width of 5 feet can be used in constrained sections. In cases of high pedestrian volumes, wider sidewalks (8 to 10 feet) are preferred. As vehicle speeds and traffic volume increase, separation between the edge of the roadway and the sidewalk becomes more preferable.

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Funding

Costs associated with the design and construction of the proposed improvements could exceed the City's current available resources. This section discusses funding sources that are available to aid in design and construction. Federal programs are administered by the Alabama Department of Transportation. Table 23 details funding sources, the category of the source and type of project for which the funding can be used.

Table 23: Funding Options

Funding Source	Category	Match Type
Surface Transportation Program (STP)	Federal (FAST Act)	80% Federal / 20% City
Transportation Alternatives Program (TAP)	Federal (FAST Act)	80% Federal / 20% City
Recreational Trail Program (RTP)	Federal (FAST Act)	80% Federal / 20% City
Community Development Block Grant (CDBG)	Federal (HCD Act)	NA
Rebuild Alabama Act – Annual Grant Program	State	Up to 100% State
Local Municipality	Local	100% Local

Federal Funding (FAST Act)

The *Surface Transportation Program (STP),* administered by ALDOT, requires an 80/20 match. The primary focus of the STP program is to provide flexible funding to the States and localities for their use in preserving and improving the conditions and performance of a roadway. Primarily, projects involving roadways that are functionally classified as local roads or rural minor collectors are not eligible for STP funding. For suitable roadways eligible activities include pedestrian and bicycle projects and projects to meet ADA compliance.
https://www.fhwa.dot.gov/specialfunding/stp/160307.cfm

The Transportation Alternatives Program (TAP) is an 80% Federal/20% Local match program continued through the Fixing America's Surface Transportation (FAST) Act. TAP funding is available for projects defined as transportation alternatives. Example of transportation alternatives include the following scenarios:

- on- and off-road pedestrian and bicycle facilities,
- infrastructure projects for improving non-driver access to public transportation and enhance mobility,

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- community improvement activities such as historic preservation and vegetation management,
- environmental mitigation related to stormwater and habitat connectivity,
- recreational trail projects,
- safe routes to school projects, and
- projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former divided highways.

TAP funding can be pursued through an application with ALDOT and the deadline for submittal is typically in the Spring. The total amount of federal participating funding for a project is capped at 800,000 (640,000 federal/160,000 local match) and is applicable to construction and construction and engineering inspection. Although right-of-way acquisition generally is not considered eligible for TAP funding, minimal right-of-way acquisition is occasionally allowed but only on a case by case basis. Engineering services and utility relocation are not eligible for TAP funding. The City would be responsible for funding these efforts. The previous TAP cycle's application and guidelines are can be found at the below link. The City can only receive TAP funding for one project at a time. Once a TAP project has been let to construction, then the City would be eligible to apply for TAP funding for another project.
https://www.dot.state.al.us/ltweb/operations/index.html
https://www.fhwa.dot.gov/environment/transportation_alternatives/

The Recreational Trail Program (RTP) is a federal program that is administered by the Alabama Department of Economic and Community Affairs (ADECA). ADECA will be hosting an application workshop in January 2021. In previous cycles, the RTP has allowed varying maximum grant amounts based on the trail type (200,000 for non-motorized, single-use trails; 400,000 for non-motorized, diverse-use trails). Applicable permissible uses include:

- development of urban trail linkages,
- development of trailside and trailhead facilities,
- acquisition of easement for trail use, and
- construction of new trails.

https://www.fhwa.dot.gov/environment/recreational_trails/

Ideal projects for FAST Act federal funding are those that require more detailed engineering design and involve increased right-of-way acquisition and utility relocation. If the City chooses to move forward with implementing a federally funded project, the next step would be to request inclusion of a project in the Auburn Opelika MPO Transportation Improvement Plan (TIP). Once funds are in place for a project an environmental document will need to be prepared. The environmental document must include technical studies and public involvement outreach necessary to comply with procedures of the National Environmental Policy Act (NEPA). Once the environmental

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study has been completed, design would be finalized, followed by construction. If it is determined that additional right-of-way is required, acquisition would be conducted prior to construction.

Federal Funding (HCD Act)

The Community Development Block Grant (CDBG) program is part of the Housing and Community Development Act (HCDA) which was established in 1974 to create viable urban communities that have decent housing, suitable living environment, and expanded economic opportunities. The reconstruction and installation of public improvements including sidewalks and bike facilities are eligible for CDBG funds. These funds do not have a cap but funding amounts are developed using a formula.

State Funding

The Rebuild Alabama Act authorizes the ALDOT Annual Grant Program, a 10 million fund, for which cities and counties may apply. Additionally, the Program provides the opportunity for cities and counties to partner with the State on larger projects where adequate local funding may not be available. There is not a specified or required match for local governments but any funds that local governments can leverage to team with ALDOT to fund a project could play a role in the decision-making process. Up to $250,000 per project can be awarded from this fund, and funds must be used for construction or a federal match when construction is imminent.

Local Funding

The City has the option to fund the design and construction of their preferred alternative using only local funds. Choosing this route allows the project design and construction to have shorter timelines and the potential for reduced project costs since fewer plan reviews would be required and City guidelines will govern the project design. It is also possible that the City could team with another local municipality to share the cost burden.

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Appendix A – Master Plan Prioritization Table

(Sorted by Prioritization Score)

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Road	From	To	Road Type	Facility Description	Length (mi)	Phase	Total Points	Rounded Cost
Veterans Pkwy	Pepperell Pkwy	Academy Dr	City	Shared Use Path	1.0	1	80	$ 1,717,000
Lafayette Pkwy	Lake Condy Rd	Samford Ave	State	Shared Use Path	0.5		80	$ 799,000
Carver Ave	Toomer St	Clanton St	City	Shared Use Path	0.2	1	80	$ 423,000
Carver Ave	South St	Toomer St	City	Sidewalk	0.1	1	80	$ 81,000
Columbus Pkwy	S 4th St	S 7th St	City	Shared Use Path	0.4	TIP	79	$ 627,000
Toomer St	W E Morton Ave	Carver Ave	City	Shared Use Path	0.4	1	79	$ 611,000
US-280	Dunlop Dr	2nd Ave	State	Shared Use Path	0.8		78	$ 1,340,000
Gateway Dr	Thomason Dr	Interstate Dr	State	Shared Use Path	0.9		77	$ 1,485,000
Waverly Pkwy	Ermine St	Veterans Pkwy	City	Shared Use Path	1.9	2	75	$ 3,318,000
Frederick Rd	US-280	Long St	City	Shared Use Path	1.3	1	75	$ 2,245,000
Long St	Frederick Rd	Wallace Ave	City	Shared Use Path	0.5	2	72	$ 835,000
Clanton St	Carver Ave	McCoy St	City	Shared Use Path	0.2	1	72	$ 271,000
Pepperell Pkwy	Pleasant Dr	Opelika City Limit	City	Sidewalk	2.7	TIP	70	$ 4,513,000
Pleasant Dr	Pepperell Pkwy	Waverly Pkwy	City	Sidewalk	0.6	3	70	$ 586,000
Magnolia St	Martin Luther King Blvd	Carver Ave	City	Road Diet	0.3	1	70	$ 200,000
W E Morton Ave	Ridge St	Toomer St	City	Bike Boulevard	0.4	3	70	$ 148,000
Toomer St	Springhill Ave	Toomer Ct	City	Sidewalk	0.1	3	70	$ 99,000
Pepperell Pkwy	Pleasant Dr	Opelika City Limit	City	Bike Lanes	2.7		69	$ 6,462,000
Long St	York Ave	Frederick Rd	City	Shared Use Path	0.7	2	69	$ 1,155,000
Fox Run Pkwy	Fox Run Ave	Columbus Pkwy	State	Shared Use Path	0.3		69	$ 561,000
Waverly Pkwy	Veterans Pkwy	US-280	City	Shared Use Path	1.1	2	68	$ 1,849,000
Marvyn Pkwy	Hall Ave	Ballard Ave	State	Shared Use Path	0.4		68	$ 660,000
Morris Ave	Oak Bowery Rd	Lafayette Pkwy	City	Shared Use Path	1.9	3	67	$ 3,285,000
Fitzpatrick Ave	Ermine St	N 12th St	City	Bike Lanes	0.4	2	66	$ 700,000
1st Ave	Simmons St	Cunningham Dr	City	Sidewalk	1.9	4	65	$ 1,795,000
1st Ave	19th Pl	N 8th St	City	Bike Lanes	1.6	4	65	$ 1,538,000
3rd Ave	17th Pl	Simmons St	City	Sidewalk	0.5	4	65	$ 498,000
Simmons St	1st Ave	Fitzpatrick Ave	City	Sidewalk	0.4	5	65	$ 414,000
16th St	1st Ave	5th Ave	City	Sidewalk	0.3	4	65	$ 282,000
2nd Ave	17th Pl	16th Pl	City	Sidewalk	0.2	4	65	$ 165,000
South St	Martin Luther King Blvd	Carver Ave	City	Sidewalk	0.2	4	65	$ 152,000
Magnolia St	Lake St	Martin Luther King Blvd	City	Sidewalk	0.2	4	65	$ 148,000
17th St	York Ave	2nd Ave	City	Sidewalk	0.1	4	65	$ 139,000
Cherry Ave	Toomer St	Clanton St	City	Sidewalk	0.1	3	65	$ 106,000
W E Morton Ave	Ridge St	Hurst St	City	Sidewalk	0.1	3	65	$ 104,000
Cherry Ave	Toomer St	Clanton St	City	Bike Boulevard	0.3	3	65	$ 92,000
16th Pl	2nd Ave	3rd Ave	City	Sidewalk	0.1	4	65	$ 73,000
2nd Ave	Pleasant Dr	S Railroad Ave	City	Bike Lanes	1.9		64	$ 9,431,000
Oak Bowery Rd	Morris Ave	N 10th St	Non-City	Shared Use Path	1.8		64	$ 3,136,000
1st Ave	Simmons St	N 8th St	City	Sidewalk	0.8	4	64	$ 1,846,000
Simmons St	1st Ave	Fitzpatrick Ave	City	Bike Lanes	0.4	5	64	$ 563,000
Fox Run Pkwy	Samford Ave	Fox Run Ave	State	Shared Use Path	3.1		63	$ 5,480,000
Pleasant Dr	Pepperell Pkwy	Waverly Pkwy	City	Bike Lanes	0.6	3	62	$ 3,079,000
Douglas St	Covington Ave	Jeter Ave	City	Shared Use Path	0.5	6	62	$ 947,000
S 6th St	2nd Ave	Columbus Pkwy	City	Road Diet	0.8	1	62	$ 555,000
Springhill Ave	Lindsey Ct	Clanton St	City	Sidewalk	0.2	3	62	$ 187,000
5th Ave	Pleasant Dr	16th St	City	Sidewalk	0.2	4	62	$ 156,000
W Point Pkwy	Lafayette Pkwy	Grocery Store Access	City	Sidewalk	0.1	4	62	$ 119,000
Ave B	Auburn St	S 8th St	City	Bike Lanes	0.4	5	61	$ 464,000

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Magazine Ave	York Ave	Auburn St	City	Bike Lanes	0.2	5	61	$ 317,000
S 10th St	S Railroad Ave	Martin Luther King Blvd	City	Bike Lanes	0.4	5	60	$ 2,261,000
Etowah Ave OHS Connector	Dead End	Opelika High School	City	Shared Use Path	0.1	8	60	$ 1,000,000
Floral St	Bonita Ave	5th Ave	City	Sidewalk	0.5	5	60	$ 500,000
India Rd	Northgate Dr	Rocky Brook Rd	City	Bike Boulevard	1.2	8	60	$ 414,000
Ave C	Clanton St	Darden St	City	Bike Boulevard	1.0	5	60	$ 365,000
Thomason Dr	US-280	1st Ave	City	Road Diet	0.4	1	60	$ 273,000
N 8th St	Renfro Ave	N Railroad Ave	City	Bike Boulevard	0.7	5	60	$ 255,000
Denson Dr	India Rd	McClure Ave	City	Sidewalk	0.3	8	60	$ 245,000
N 8th St	Renfro Ave	7th Ave	City	Sidewalk	0.1	5	60	$ 141,000
Fruitland Ave	York Ave	Lake St	City	Bike Boulevard	0.3	5	60	$ 117,000
Renfro Ave	N 10th St	N Long St	City	Bike Boulevard	0.2	7	60	$ 83,000
York Ave	Long St	Magazine Ave	City	Bike Boulevard	0.2	4	60	$ 57,000
Lake St	Magnolia St	Clanton St	City	Bike Boulevard	0.1	4	60	$ 29,000
Lafayette Pkwy	Morris Ave	Lake Condy	State	Shared Use Path	0.6		59	$ 3,056,000
Fox Run Ave	Jeter Ave	Fox Run Pkwy	City	Shared Use Path	1.0	5	59	$ 1,684,000
Ave A	S 3rd St	Brannon Ave	City	Sidewalk	0.2	6	59	$ 367,000
Ave E	S 8th St	Lee St	City	Sidewalk	0.4	1	58	$ 377,000
Dover St	Samford Ave	Brannon Ave	City	Sidewalk	0.3	7	58	$ 291,000
Magazine Ave	York Ave	Auburn St	City	Sidewalk	0.2	5	58	$ 233,000
Lee St	Ave C	Ave E	City	Sidewalk	0.2	6	58	$ 211,000
Byrd Ave	S 4th St	Brannon Ave	City	Sidewalk	0.2	4	58	$ 176,000
4th Ave	N 8th St	N 1st St	City	Sidewalk	0.6	6	57	$ 586,000
Powledge Ave	Long St	Hurst St	City	Sidewalk	0.3	6	57	$ 509,000
Lake Condy Rd	Lafayette Pkwy	Andrews Rd	City	Bike Lanes	0.3	7	57	$ 439,000
N 9th St	N Long St	5th Ave	City	Sidewalk	0.2	7	57	$ 413,000
Fruitland Ave	York Ave	Lake St	City	Sidewalk	0.3	5	57	$ 324,000
Geneva St	Stowe Ave	McCoy St	City	Sidewalk	0.3		57	$ 302,000
Lake St	Magnolia St	Clanton St	City	Sidewalk	0.1	4	57	$ 79,000
N 10th St	Bonita Ave	2nd Ave	City	Bike Lanes	0.8		56	$ 1,874,000
Ave B	S 6th St	Stevens St	City	Sidewalk	0.4	6	56	$ 418,000
S 3rd St	Byrd Ave	Lee St	City	Sidewalk	0.4	7	56	$ 397,000
Brannon Ave	Byrd Ave	Darden St	City	Sidewalk	0.3	6	56	$ 328,000
N 3rd St	6th Ave	5th Ave	City	Bike Lanes	0.1		56	$ 92,000
N 14th St	2nd Ave	York Ave	City	Bike Boulevard	0.2	4	56	$ 56,000
Martin Luther King Blvd	Auburn St	Geneva St	City	Bike Lanes	0.6		55	$ 1,352,000
Rocky Brook Rd	Morris Ave	N 6th St	City	Sidewalk	1.2	6	55	$ 1,172,000
Hanson St	Ridge Rd	West Point Pkwy	City	Sidewalk	0.5	7	55	$ 531,000
N 7th St	6th Ave	3rd Ave	City	Sidewalk	0.3	6	55	$ 445,000
Thomason Dr	US-280	1st Ave	City	Sidewalk	0.4	6	55	$ 366,000
N 4th St	6th Ave	3rd Ave	City	Sidewalk	0.3	6	55	$ 251,000
8th Ave	N 8th St	N 5th St	City	Sidewalk	0.3	7	55	$ 251,000
S 4th St	S Railroad Ave	Ave E	City	Road Diet	0.5	1	55	$ 250,000
6th Ave	N 5th St	Floral St	City	Bike Boulevard	0.6		55	$ 199,000
5th Ave	N 8th St	N 2nd St	City	Sidewalk	0.2	6	55	$ 165,000
Douglas St	Ridge Rd	Covington Ave	City	Bike Boulevard	0.3	6	55	$ 118,000
Raintree St	Maple Ave	Jeter Ave	City	Bike Boulevard	0.3		55	$ 109,000
N 12th St	5th Ave	4th Ave	City	Sidewalk	0.1	5	55	$ 86,000
N 6th St	6th Ave	5th Ave	City	Sidewalk	0.1	6	55	$ 84,000
N 2nd St	5th Ave	2nd Ave	City	Bike Boulevard	0.2		55	$ 84,000
N Railroad Ave	N 5th St	N 6th St	City	Sidewalk	0.1	1	55	$ 75,000

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2nd Ave	N 22nd St	N 21st St	City	Bike Boulevard	0.2	7	55	$ 62,000
Palmer Ave	Darden St	Raintree St	City	Bike Boulevard	0.2	8	55	$ 57,000
Magnolia St	Lake St	Martin Luther King Blvd	City	Bike Boulevard	0.2	4	55	$ 54,000
N 22nd St	2nd Ave	1st Ave	City	Bike Boulevard	0.1	7	55	$ 42,000
N 21st St	2nd Ave	1st Ave	City	Bike Boulevard	0.1	7	55	$ 28,000
Jeter Ave	S Railroad Ave	Fox Trl	City	Bike Lanes	0.8		54	$ 1,865,000
Geneva St	Martin Luther King Blvd	McCoy St	City	Bike Lanes	0.5		54	$ 1,306,000
Columbus Pkwy	Fox Run Pkwy	S 4th St	City	Paved Shoulders	0.7		54	$ 783,000
Hurst St	Frederick Rd	Dogwood Ave	City	Sidewalk	0.4	6	54	$ 725,000
Ridge Rd	Sawyer Dr	Hanson St	City	Sidewalk	0.6	7	54	$ 568,000
Columbus Pkwy	Geneva St	McCoy St	City	Bike Lanes	0.3		54	$ 374,000
Clanton St	Springhill Ave	McCoy St	City	Sidewalk	0.2	8	54	$ 258,000
Airport Rd	Pepperell Pkwy	Old Opelika Rd	City	Bike Lanes	0.9		53	$ 2,308,000
McCoy St	Geneva St	Columbus Pkwy	City	Road Diet	0.7	1	53	$ 756,000
York Ave	Talladega Ave	Magazine Ave	City	Sidewalk	0.7	8	53	$ 630,000
Wallace Ave	Frederick Rd	Long St	City	Sidewalk	0.4	7	53	$ 352,000
Kilgore Ave	S Long St	Auburn St	City	Sidewalk	0.3		53	$ 256,000
S 5th St	Ave B	Ave E	City	Sidewalk	0.3	7	53	$ 249,000
Ave D	S 6th St	S 3rd St	City	Sidewalk	0.2	6	53	$ 231,000
Stowe Ave	Geneva St	McCoy St	City	Sidewalk	0.2	8	53	$ 181,000
N 14th St	2nd Ave	York Ave	City	Sidewalk	0.2	4	53	$ 154,000
Vaughan Ave	Glenn St	McCoy St	City	Sidewalk	0.1	8	53	$ 137,000
W Johnson Ave	Glenn St	McCoy St	City	Sidewalk	0.1	8	53	$ 68,000
Stone St	Wallace Ave	Chandler Ave	City	Sidewalk	0.1	7	53	$ 68,000
S 8th St	S Railroad Ave	Columbus Pkwy	City	Bike Lanes	0.5		52	$ 2,310,000
4th Ave	N 12th St	N 10th St	City	Bike Lanes	0.6		52	$ 1,477,000
India Rd	Northgate Dr	Rocky Brook Rd	City	Sidewalk	1.2	8	52	$ 1,145,000
Ridge Rd	Sawyer Dr	Hanson St	City	Bike Lanes	0.6	7	52	$ 773,000
Preston St	N 1st St	Etowah Ave	City	Sidewalk	0.8	8	52	$ 762,000
Hanson St	Ridge Rd	West Point Pkwy	City	Bike Lanes	0.5	7	52	$ 723,000
Renfro Ave	N 10th St	N Long St	City	Sidewalk	0.2	7	52	$ 403,000
N 6th St	Opelika Middle School	7th Ave	City	Sidewalk	0.2	7	52	$ 387,000
Douglas St	Ridge Rd	Covington Ave	City	Sidewalk	0.3	6	52	$ 326,000
6th Ave	N 3rd St	N 5th St	City	Bike Lanes	0.2		52	$ 219,000
Palmer Ave	Darden St	Raintree St	City	Sidewalk	0.2	8	52	$ 158,000
Darden St	Maple Ave	Palmer Ave	City	Sidewalk	0.1	8	52	$ 128,000
Stevens St	Brannon Ave	Ave C	City	Sidewalk	0.2		51	$ 345,000
Frederick Rd	US-280	Opelika City Limit	City	Bike Lanes	1.3		50	$ 6,736,000
Cunningham Dr	1st Ave	Frederick Rd	City	Bike Lanes	0.9		50	$ 2,308,000
Lake Condy Rd	Andrews Rd	W Point Pkwy	City	Sidewalk	0.6	7	50	$ 617,000
Crawford Rd	Marvyn Pkwy	Pineknoll St	State	Paved Shoulders	0.2		50	$ 411,000
Collinwood St	Oak Bowery Rd	McClure Ave	City	Sidewalk	0.3	7	50	$ 320,000
Plum Ave	Samford Ave	Easy St	City	Sidewalk	0.2	7	50	$ 225,000
2nd Ave	N 22nd St	N 21st St	City	Sidewalk	0.2	7	50	$ 170,000
Maple Ave	Darden St	Raintree St	City	Sidewalk	0.2	8	50	$ 165,000
Covington Ave	Douglas St	West Ridge Park	City	Sidewalk	0.2	6	50	$ 154,000
Westwood St	Floral Park	Fitzpatrick Ave	City	Sidewalk	0.1		50	$ 137,000
N Long St	N 9th St	Renfro Ave	City	Sidewalk	0.1	7	50	$ 115,000
N 21st St	2nd Ave	1st Ave	City	Sidewalk	0.1	7	50	$ 77,000
Jeter Ave	Fox Trl	Fox Run Ave	City	Bike Lanes	0.9		49	$ 1,246,000
Jeter Ave	Fox Trl	Fox Run Ave	City	Sidewalk	0.9		49	$ 916,000

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N 3rd St	6th Ave	2nd Ave	City	Sidewalk	0.4		49	$ 854,000
McCoy St	Geneva St	Columbus Pkwy	City	Sidewalk	0.7	8	49	$ 670,000
N 2nd St	5th Ave	2nd Ave	City	Sidewalk	0.2		49	$ 409,000
Crawford Rd	Pineknoll St	Hickory Haven	State	Shared Use Path	0.9		48	$ 1,552,000
Interstate Dr	Corporate Park Dr	Hamilton Rd	City	Bike Lanes	0.5		48	$ 665,000
Gwen Mill Dr	India Rd	McClure Ave	City	Sidewalk	0.3		48	$ 335,000
Marvyn Pkwy	McCoy St	Hall Ave	State	Paved Shoulders	1.0		47	$ 2,055,000
Gateway Dr	Society Hill Rd	Marvyn Pkwy	City	Sidewalk	1.3		47	$ 1,264,000
Corporate Park Dr	Frederick Rd	Interstate Dr	City	Bike Lanes	0.5		47	$ 710,000
Old Opelika Rd	Airport Rd	Frederick Rd	City	Bike Lanes	0.4		47	$ 561,000
Bonita Ave	Laurel St	N 10th St	City	Sidewalk	0.3		47	$ 330,000
McClure Ave	Collinwood St	Rocky Brook Rd	City	Sidewalk	0.7	8	46	$ 1,260,000
6th Ave	Floral St	N 3rd St	City	Sidewalk	0.7		46	$ 1,215,000
N 5th St	8th Ave	N Railroad Ave	City	Bike Lanes	0.5		46	$ 1,186,000
Anderson Rd	Sportsplex Pkwy	Northpark Dr	City	Paved Shoulders	0.5		46	$ 643,000
Hamilton Rd	Interstate Dr	Bent Creek Rd	City	Paved Shoulders	1.7		45	$ 5,533,000
W Point Pkwy	Lafayette Pkwy	Sportsplex Pkwy	City	Paved Shoulders	2.1		45	$ 4,073,000
Academy Dr	Opelika City Limits	Veterans Pkwy	City	Bike Lanes	0.5		45	$ 665,000
Etowah Ave	Rocky Brook Rd	Dead End	City	Sidewalk	0.5	8	45	$ 458,000
Industrial Blvd	Lake Condy Rd	Troxel St	City	Bike Lanes	0.3		45	$ 414,000
Etowah Ave	Rocky Brook Rd	Dead End	City	Bike Boulevard	0.5	8	45	$ 166,000
Ballard Ave	Marvyn Pkwy	Hilton Ct	City	Bike Boulevard	0.4		45	$ 150,000
Hall Ave	Marvyn Pkwy	Pineknoll St	City	Sidewalk	0.1		45	$ 71,000
Pineknoll St	Hall Ave	Crawford Rd	City	Bike Boulevard	0.2		45	$ 58,000
Hall Ave	Marvyn Pkwy	Pineknoll St	City	Bike Boulevard	0.1		45	$ 26,000
Veterans Pkwy	US-280	Water St	City	Sidewalk	0.9		44	$ 1,612,000
Sportsplex Pkwy	Andrews Rd	West Point Pkwy	City	Sidewalk	1.2		44	$ 1,154,000
Rocky Brook Rd	Morris Ave	Hillflo Ave	City	Paved Shoulders	0.7		43	$ 840,000
Hall Ave	Dead End	Marvyn Pkwy	City	Sidewalk	0.7		43	$ 670,000
Andrews Rd	Lake Condy Rd	Anderson Rd	City	Paved Shoulders	2.3		42	$ 2,725,000
King Ave/Country Club Rd	Saugahatchie Rd	Airport Rd	City	Bike Lanes	0.9		42	$ 2,082,000
Hi Pack Dr	Airport Rd	Cunningham Dr	City	Bike Lanes	0.7		42	$ 1,800,000
Ballard Ave	Marvyn Pkwy	Hilton Ct	City	Sidewalk	0.4		42	$ 414,000
Laurel St	Blackhawk Dr	Bonita Ave	City	Sidewalk	0.3		42	$ 330,000
Pineknoll St	Hall Ave	Crawford Rd	City	Sidewalk	0.2		42	$ 161,000
Hilton Ct	Ballard Ave	Crawford Rd	City	Bike Boulevard	0.2		42	$ 80,000
Water St	Veterans Pkwy	Saugahatchee Lake Rd	City	Shared Use Path	0.9		41	$ 1,651,000
Troxel St	Industrial Rd	Lafayette Pkwy	City	Bike Lanes	0.6		41	$ 822,000
Rocky Brook Rd	Morris Ave	Hillflo Ave	City	Sidewalk	0.7		41	$ 678,000
Hilton Ct	Ballard Ave	Crawford Rd	City	Sidewalk	0.2		40	$ 220,000
Poplar St	Wittel Ave	Hall Ave	City	Sidewalk	0.2		40	$ 159,000
Calcutta Dr	India Rd	Northgate Dr	City	Sidewalk	0.3		39	$ 315,000
Terracewood Dr	Waverly Pkwy	Laurel St	City	Sidewalk	0.5		38	$ 835,000
Rockledge St	Greenbriar St	Morris Ave	City	Sidewalk	0.4		38	$ 341,000
Grand National Pkwy	US-280	Oak Bowery Rd	City	Paved Shoulders	4.2		37	$ 4,996,000
Marvyn Pkwy	Ballard Ave	Opelika City Limit	State	Paved Shoulders	1.0		37	$ 1,943,000
Northgate Dr	Oak Bowery Rd	India Rd	City	Sidewalk	0.1	8	37	$ 73,000
Oak Bowery Rd	Morris Ave	Grand National Pkwy	Non-City	Paved Shoulders	3.2		36	$ 6,352,000
Spring Villa Rd	Spring Villa Park	Spring Villa Park	City	Paved Shoulders	1.2		36	$ 1,476,000
Hillflo Ave	Rocky Brook Rd	Lafayette Pkwy	City	Paved Shoulders	1.1		36	$ 1,276,000
S Uniroyal Rd	Columbus Pkwy	Crawford Rd	City	Paved Shoulders	3.2		35	$ 3,860,000

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N Uniroyal Rd	West Point Pkwy	Columbus Pkwy	City	Paved Shoulders	2.8	35	$ 3,406,000
Marvyn Pkwy	Ballard Ave	Opelika City Limit	State	Sidewalk	1.0	35	$ 1,676,000
Lafayette Pkwy	Hillflo Ave	Cusseta Rd	State	Paved Shoulders	0.6	35	$ 1,207,000
Hillflo Ave	Rocky Brook Rd	Lafayette Pkwy	City	Sidewalk	1.1	33	$ 1,029,000
Oak Park Dr	Cedar Creek Dr	Lafayette Pkwy	City	Sidewalk	0.3	33	$ 289,000
Cedar Creek Dr	Oak Park Dr	Hillflo Ave	City	Sidewalk	0.2	33	$ 156,000
Cusseta Rd	Lafayette Pkwy	Anderson Rd	City	Paved Shoulders	0.6	32	$ 761,000
Anderson Rd	Cusseta Rd	Northpark Dr	City	Paved Shoulders	2.8	31	$ 3,406,000
Crawford Rd	Hickory Haven	Opelika City Limit	State	Paved Shoulders	1.4	31	$ 2,840,000
Society Hill Rd	Gateway Dr	Wallace Ave	City	Sidewalk	1.0	31	$ 971,000
Society Hill Rd	Gateway Dr	Opelika City Limit	City	Bike Lanes	0.3	31	$ 374,000
Society Hill Rd	Gateway Dr	Wallace Ave	City	Bike Lanes	1.0	30	$ 1,321,000

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

Appendix B – Opinion of Probable Cost Reports

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

Magnolia St

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: Carver to MLK
Description: Magnolia St - 2 lanes to 10' lanes, 4' Bike

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
405A-000	Tack Coat	Gal	$ 4.45	500	$ 2,225.00
408A-052	Planing Existing Pavement (1.1"-2")	Sy	$ 6.00	4850	$ 29,100.00
424A-360	Superpave Wearing Surf, 1/2", 165 lb/sy (overlay)	Ton	$ 90.00	400	$ 36,000.00
610C-001	Loose Riprap, Class 2	Ton	$ 35.00	200	$ 7,000.00
610D-003	Filter Blanket Geotextile	Sy	$ 10.00	200	$ 2,000.00
621C-015	Inlets, Type S1 or S3 (1 wing)	Ea	$ 2,500.00	4	$ 10,000.00
654A-000	Solid Sodding	Sy	$ 15.00	200	$ 3,000.00
665A-000	Temporary Seeding	Acre	$ 600.00	1	$ 600.00
665B-001	Temporary Mulching	Acre	$ 800.00	1	$ 800.00
665P-005	Inlet Protection, Stage 3 or 4	Ea	$ 500.00	4	$ 2,000.00
701A-227	Solid White, Class 2, Ty A Traffic Stripe (5" Wide)	MILE	$ 3,500.00	1	$ 3,500.00
701C-003	Solid Temporary Traffic Stripe	Mile	$ 700.00	1	$ 700.00
703A-002	Traffic Control Markings, Class 2, Ty A	Sf	$ 5.00	120	$ 600.00
740B-000	Construction Signs	Sf	$ 9.00	720	$ 6,480.00
740D-000	Channelizing Drums	Ea	$ 50.00	170	$ 8,500.00
740F-002	Barricades, Ty III	Ea	$ 200.00	5	$ 1,000.00
742-001	Port Changeable Message Sign, Ty 2	Ea	$ 8,000.00	2	$ 16,000.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 12,561.99
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 1,683.57
				Subtotal	$143,751
Contigency[2]				20%	$29,000
				Construction Costs	$173,000
Construction Engineering and Inspection				15%	$25,950.00
				Construction Subtotal	$199,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)				12%	$23,880.00
Utility Adjustments[3]					NOT INCLUDED
Right-of-Way Cost[3]					NOT INCLUDED
				Total Estimated Project Cost (2020)[4]	$230,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION (CE&I) IS INCLUDED, HOWEVER ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF MAGNOLIA BIKE LANES
2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.
3. RIGHT OF WAY ACQUISITION AND UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS.
4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

McCoy Street

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: Geneva to Vaughn
Description: McCoy Road Diet - Mill and Overlay

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
405A-000	Tack Coat	Gal	$ 4.45	2030	$ 9,033.50
408A-052	Planing Existing Pavement (1.1"-2")	Sy	$ 6.00	20300	$ 121,800.00
424A-360	Superpave Wearing Surf, 1/2", 165 lb/sy (overlay)	Ton	$ 90.00	1700	$ 153,000.00
610C-001	Loose Riprap, Class 2	Ton	$ 35.00	200	$ 7,000.00
610D-003	Filter Blanket Geotextile	Sy	$ 10.00	200	$ 2,000.00
621C-015	Inlets, Type S1 or S3 (1 wing)	Ea	$ 2,500.00	4	$ 10,000.00
654A-000	Solid Sodding	Sy	$ 15.00	200	$ 3,000.00
665A-000	Temporary Seeding	Acre	$ 600.00	1	$ 600.00
665B-001	Temporary Mulching	Acre	$ 800.00	1	$ 800.00
703A-002	Traffic Control Markings, Class 2, Ty A	Sf	$ 5.00	4700	$ 23,500.00
740B-000	Construction Signs	Sf	$ 9.00	340	$ 3,060.00
740D-000	Channelizing Drums	Ea	$ 50.00	120	$ 6,000.00
740F-002	Barricades, Ty III	Ea	$ 200.00	8	$ 1,600.00
742-001	Port Changeable Message Sign, Ty 2	Ea	$ 8,000.00	3	$ 24,000.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 37,072.77
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 4,968.52
				Subtotal	$424,235
Contigency[2]				20%	$85,000
				Construction Costs	$510,000
Construction Engineering and Inspection				15%	$76,500.00
				Construction Subtotal	$587,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)				12%	$70,440.00
Utility Adjustments[3]					NOT INCLUDED
Right-of-Way Cost[3]					NOT INCLUDED
				Total Estimated Project Cost (2020)[4]	$590,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION (CE&I) IS INCLUDED, HOWEVER ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF MCCOY ROAD DIET
2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.
3. RIGHT OF WAY ACQUISITION AND UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS.
4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

N Railroad Avenue

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: N 6th to N 5th
Description: North Railroad Improvements of sidewalk/parking

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
201B-002	Clearing & Grubbing	Acre	$ 10,000.00	1	$ 10,000.00
209A-000	Mailbox Reset	Ea	$ 350.00	7	$ 2,450.00
210A-000	Unclassified Excavation	Cy	$ 10.00	160	$ 1,600.00
210D-000	Borrow Excavation	Cy	$ 15.00	260	$ 3,900.00
618A-000	Concrete Sidewalk, 4" Thick	SY	$ 100.00	200	$ 20,000.00
623B-000	Concrete Curb, Type N	Lf	$ 15.00	300	$ 4,500.00
650A-000	Topsoil	Cy	$ 20.00	20	$ 400.00
654A-000	Solid Sodding	Sy	$ 15.00	100	$ 1,500.00
665A-000	Temporary Seeding	Acre	$ 600.00	1	$ 600.00
665B-001	Temporary Mulching	Acre	$ 800.00	1	$ 800.00
665J-002	Silt Fence	Lf	$ 3.25	300	$ 975.00
665O-001	Silt Fence Removal	Lf	$ 1.00	300	$ 300.00
665P-005	Inlet Protection, Stage 3 or 4	Ea	$ 500.00	1	$ 500.00
665Q-002	Wattle	Lf	$ 6.00	100	$ 600.00
674A-000	Construction Safety Fence	Lf	$ 3.00	300	$ 900.00
701A-227	Solid White, Class 2, Ty A Traffic Stripe (5" Wide)	LF	$ 2.00	570	$ 1,140.00
740B-000	Construction Signs	Sf	$ 9.00	200	$ 1,800.00
740D-000	Channelizing Drums	Ea	$ 50.00	15	$ 750.00
740F-002	Barricades, Ty III	Ea	$ 200.00	2	$ 400.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 5,152.16
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 690.50
				Subtotal	$58,958
Contigency[2]				20%	$12,000
				Construction Costs	$71,000
Construction Engineering and Inspection				0%	NOT INCLUDED
				Construction Subtotal	$71,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)					NOT INCLUDED
Utility Adjustments[3]					$5,000
Right-of-Way Cost[3]					NOT INCLUDED
				Total Estimated Project Cost (2020)[4]	$80,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION AND ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF NORTH RAILROAD AVENUE IMPROVEMENTS.

2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.

3. RIGHT OF WAY ACQUISITION AND UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS. A BUDGET OF $5,000 HAS BEEN SET UP FOR POSSIBLE UTILITY ADJUSTMENTS (i.e. WATER METER HEIGHT ASDJUSTMENTS).

4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

S 4th St

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: Columbus Parkway to South Railroad
Description: S 4th - 2 lanes to 10' lanes, 4' Bike

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
405A-000	Tack Coat	Gal	$ 4.45	1300	$ 5,785.00
408A-052	Planing Existing Pavement (1.1"-2")	Sy	$ 6.00	13000	$ 78,000.00
424A-360	Superpave Wearing Surf, 1/2", 165 lb/sy (overlay)	Ton	$ 90.00	1070	$ 96,300.00
610C-001	Loose Riprap, Class 2	Ton	$ 35.00	200	$ 7,000.00
610D-003	Filter Blanket Geotextile	Sy	$ 10.00	200	$ 2,000.00
621C-015	Inlets, Type S1 or S3 (1 wing)	Ea	$ 2,500.00	4	$ 10,000.00
654A-000	Solid Sodding	Sy	$ 15.00	200	$ 3,000.00
665A-000	Temporary Seeding	Acre	$ 600.00	1	$ 600.00
665B-001	Temporary Mulching	Acre	$ 800.00	1	$ 800.00
665P-005	Inlet Protection, Stage 3 or 4	Ea	$ 500.00	22	$ 11,000.00
701A-227	Solid White, Class 2, Ty A Traffic Stripe (5" Wide)	MILE	$ 3,500.00	3	$ 10,500.00
701C-003	Solid Temporary Traffic Stripe	Mile	$ 700.00	3	$ 2,100.00
703A-002	Traffic Control Markings, Class 2, Ty A	Sf	$ 5.00	300	$ 1,500.00
740B-000	Construction Signs	Sf	$ 9.00	720	$ 6,480.00
740D-000	Channelizing Drums	Ea	$ 50.00	170	$ 8,500.00
740F-002	Barricades, Ty III	Ea	$ 200.00	5	$ 1,000.00
742-001	Port Changeable Message Sign, Ty 2	Ea	$ 8,000.00	4	$ 32,000.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 26,826.81
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 3,595.35
				Subtotal	$306,987
Contigency[2]				20%	$62,000
				Construction Costs	$369,000
Construction Engineering and Inspection				15%	$55,350.00
				Construction Subtotal	$425,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)				12%	$51,000.00
Utility Adjustments[3]					NOT INCLUDED
Right-of-Way Cost[3]					NOT INCLUDED
				Total Estimated Project Cost (2020)[4]	$480,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION (CE&I) IS INCLUDED, HOWEVER ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF S 4th ROAD DIET
2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.
3. RIGHT OF WAY ACQUISITION AND UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS.
4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

S 6th St

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: Columbus Parkway to 2nd Avenue
Description: S 6th - Road Diet 4 lanes to 3 lanes, 5' Bike/3'Striped Buffer and Fill in gaps in sidewalk on both sides.

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
201B-002	Clearing & Grubbing	Acre	$ 10,000.00	2	$ 20,000.00
210A-000	Unclassified Excavation	Cy	$ 15.00	1800	$ 27,000.00
210D-000	Borrow Excavation	Cy	$ 20.00	2200	$ 44,000.00
214A-000	Structure Excavation	Cy	$ 15.00	120	$ 1,800.00
214B-001	Foundation Backfill Commercial	Cy	$ 23.85	45	$ 1,073.25
405A-000	Tack Coat	Gal	$ 4.45	2230	$ 9,923.50
408A-052	Planing Existing Pavement (1.1"-2")	Sy	$ 6.00	22300	$ 133,800.00
424A-360	Superpave Wearing Surf, 1/2", 165 lb/sy (overlay)	Ton	$ 90.00	1850	$ 166,500.00
530A-001	18" Roadway Pipe (Class 3 R.C.)	Lf	$ 50.00	80	$ 4,000.00
530A-003	30" Roadway Pipe (Class 3 R.C.)	Lf	$ 65.00	80	$ 5,200.00
610C-001	Loose Riprap, Class 2	Ton	$ 35.00	500	$ 17,500.00
610D-003	Filter Blanket Geotextile	Sy	$ 10.00	1000	$ 10,000.00
618A-000	Concrete Sidewalk, 4" Thick	SY	$ 100.00	1400	$ 140,000.00
619A-002	18" Pipe End Treatment, Cl 1	Ea	$ 1,200.00	5	$ 6,000.00
619A-004	30" Pipe End Treatment, Cl 1	Ea	$ 1,600.00	2	$ 3,200.00
621C-015	Inlets, Type S1 or S3 (1 wing)	Ea	$ 2,500.00	2	$ 5,000.00
650A-000	Topsoil	Cy	$ 20.00	300	$ 6,000.00
652A-100	Seeding	Acre	$ 765.00	1	$ 765.00
652C-000	Mowing	Acre	$ 150.00	2	$ 300.00
654A-000	Solid Sodding	Sy	$ 15.00	800	$ 12,000.00
656A-010	Mulching	Acre	$ 800.00	1	$ 800.00
659A-000	Rolled Erosion Contol Product	SY	$ 10.00	800	$ 8,000.00
665A-000	Temporary Seeding	Acre	$ 600.00	1	$ 600.00
665B-001	Temporary Mulching	Acre	$ 800.00	1	$ 800.00
665J-002	Silt Fence	Lf	$ 3.25	2400	$ 7,800.00
665O-001	Silt Fence Removal	Lf	$ 1.00	2400	$ 2,400.00
665P-005	Inlet Protection, Stage 3 or 4	Ea	$ 500.00	6	$ 3,000.00
665Q-002	Wattle	Lf	$ 6.00	150	$ 900.00
701A-227	Solid White, Class 2, Ty A Traffic Stripe (5" Wide)	MILE	$ 3,500.00	4	$ 14,000.00
701A-230	Solid Yellow, Class 2, Ty A Traffic Stripe (5" Wide)	MILE	$ 3,500.00	2	$ 7,000.00
701A-244	Broken Yellow, Class 2, Ty A Traffic Stripe (5" Wide)	MILE	$ 3,500.00	2	$ 7,000.00
703A-002	Traffic Control Markings, Class 2, Ty A	Sf	$ 5.00	5500	$ 27,500.00
740B-000	Construction Signs	Sf	$ 9.00	950	$ 8,550.00
740D-000	Channelizing Drums	Ea	$ 50.00	160	$ 8,000.00
740F-002	Barricades, Ty III	Ea	$ 200.00	4	$ 800.00
742-001	Port Changeable Message Sign, Ty 2	Ea	$ 8,000.00	4	$ 32,000.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 72,091.54
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 9,661.75
				Subtotal	$824,965
Contigency[2]				20%	$165,000
				Construction Costs	$990,000
Construction Engineering and Inspection				15%	$148,500.00
				Construction Subtotal	$1,139,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)				17%	$193,630.00
Utility Adjustments[3]					$30,000
Right-of-Way Cost[3]					NOT INCLUDED
				Total Estimated Project Cost (2020)[4]	$1,170,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION (CE&I) IS INCLUDED, HOWEVER ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF S 6th Road Diet and Additional Sidewalk

2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.

3. RIGHT OF WAY ACQUISITION AND LARGE SCALE UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS. A BUDGET OF $30,000 HAS BEEN SET UP FOR POSSIBLE UTILITY ADJUSTMENTS (i.e. WATER METER HEIGHT ASDJUSTMENTS AND POLE RELOCATIONS).

4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

Waverly Parkway

Project #: Sain #190341
Roadway: Opelika Bike Ped/ Short Term Recommendations
County: Lee
Limits: 280 to Westwood
Description: Waverly Parkway - 10' Sidepath with 5' buffer

Letting: Unknown
Estimate: See below
% Design Complete: 1%
Date: 12/4/20

Item #	Description	Unit	Unit Price	Quantity	Total
201B-002	Clearing & Grubbing	Acre	$ 10,000.00	8	$ 80,000.00
209A-000	Mailbox Reset	Ea	$ 350.00	40	$ 14,000.00
210A-000	Unclassified Excavation	Cy	$ 15.00	12400	$ 186,000.00
210D-000	Borrow Excavation	Cy	$ 20.00	15500	$ 310,000.00
214A-000	Structure Excavation	Cy	$ 15.00	850	$ 12,750.00
214B-001	Foundation Backfill Commercial	Cy	$ 23.85	320	$ 7,632.00
517A-004	Ornamental Handrail	LF	$ 200.00	340	$ 68,000.00
529A-012	Retaining Wall (MSE)	SF	$ 90.00	1700	$ 153,000.00
530A-001	18" Roadway Pipe (Class 3 R.C.)	Lf	$ 50.00	500	$ 25,000.00
530A-003	30" Roadway Pipe (Class 3 R.C.)	Lf	$ 65.00	600	$ 39,000.00
610C-001	Loose Riprap, Class 2	Ton	$ 35.00	500	$ 17,500.00
610D-003	Filter Blanket Geotextile	Sy	$ 10.00	1000	$ 10,000.00
618A-000	Concrete Sidewalk, 4" Thick	SY	$ 100.00	18600	$ 1,860,000.00
619A-002	18" Pipe End Treatment, Cl 1	Ea	$ 1,200.00	33	$ 39,600.00
619A-004	30" Pipe End Treatment, Cl 1	Ea	$ 1,600.00	22	$ 35,200.00
621C-015	Inlets, Type S1 or S3 (1 wing)	Ea	$ 2,500.00	8	$ 20,000.00
650A-000	Topsoil	Cy	$ 20.00	2100	$ 42,000.00
652A-100	Seeding	Acre	$ 765.00	4	$ 3,060.00
652C-000	Mowing	Acre	$ 150.00	8	$ 1,200.00
654A-000	Solid Sodding	Sy	$ 15.00	11500	$ 172,500.00
656A-010	Mulching	Acre	$ 800.00	4	$ 3,200.00
659A-000	Rolled Erosion Contol Product	SY	$ 10.00	5600	$ 56,000.00
665A-000	Temporary Seeding	Acre	$ 600.00	4	$ 2,400.00
665B-001	Temporary Mulching	Acre	$ 800.00	4	$ 3,200.00
665J-002	Silt Fence	Lf	$ 3.25	16700	$ 54,275.00
665O-001	Silt Fence Removal	Lf	$ 1.00	16700	$ 16,700.00
665P-005	Inlet Protection, Stage 3 or 4	Ea	$ 500.00	42	$ 21,000.00
665Q-002	Wattle	Lf	$ 6.00	1000	$ 6,000.00
703A-002	Traffic Control Markings, Class 2, Ty A	Sf	$ 5.00	1900	$ 9,500.00
730C	Traffic Signal Modifications and Pedestrian Beacons	EACH	$ 200,000.00	1	$ 200,000.00
740B-000	Construction Signs	Sf	$ 9.00	580	$ 5,220.00
740D-000	Channelizing Drums	Ea	$ 50.00	350	$ 17,500.00
740F-002	Barricades, Ty III	Ea	$ 200.00	15	$ 3,000.00
742-001	Port Changeable Message Sign, Ty 2	Ea	$ 8,000.00	5	$ 40,000.00
600A-000	Mobilization at 9.7%	LS	9.7%	1	$ 342,840.39
680A-000	Geometric Controls at 1.3%	LS	1.3%	1	$ 45,947.68
				Subtotal	$3,923,225
Contigency[2]				20%	$785,000
				Construction Costs	$4,709,000
Construction Engineering and Inspection				15%	$706,350.00
				Construction Subtotal	$5,416,000
Preliminary Engineering (Environmental, Survey, Geotech, Design, Bidding)				17%	$920,720.00
Utility Adjustments[3]					$280,000
Right-of-Way Cost[3]					$340,000
				Total Estimated Project Cost (2020)[4]	$6,960,000

NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST. CONSTRUCTION ENGINEERING & INSPECTION (CE&I) IS INCLUDED, HOWEVER ALDOT'S INDIRECT COSTS ARE NOT INCLUDED IN THE ESTIMATED PROJECT COSTS.

Notes:

1. THIS COST ESTIMATE IS REPRESENTATIVE OF WAVERLY PARKWAY MULTI-USE PATH

2. CONTINGENCY COST INCLUDES MISCELLANEOUS AND/OR UNKNOWN ITEMS THAT CAN NOT BE QUANTIFIED AT THE TIME THIS STUDY WAS CONDUCTED.

3. RIGHT OF WAY ACQUISITION AND LARGE SCALE UTILITY RELOCATION ARE NOT ANTICIPATED AS PART OF THESE IMPROVEMENTS. A BUDGET OF $280,000 HAS BEEN SET UP FOR POSSIBLE UTILITY ADJUSTMENTS (i.e. WATER METER HEIGHT ASDJUSTMENTS AND POLE RELOCATIONS).

4. THE TOTAL ESTIMATED PROJECT COST WAS PREPARED FOR THE 2020 PLANNING YEAR. THIS NUMBER SHOULD BE INCREASED TO ACCOUNT FOR RISING COSTS DUE TO INFLATION SHOULD THE IMPROVEMENTS NOT BE IMPLEMENTED IN 2020.

Attachment: 5335-compressed (105-21 : Approve Bicycle Pedestrian Plan - ENG.)

RESOLUTION NO. 106-21

Request for Extension of the Special Use Permit with AT&T at 3460 US Hwy 280 East.

RESOLUTION NO. _____

WHEREAS, Resolution No. 095-19 for a Special Use Permit, for AT&T to modify the existing wireless telecommunication facility located at 3460 US Highway 280 East, Opelika, AL, was approved by the City Council of the City of Opelika on the 16th day of April, 2019, and;

WHEREAS, AT&T, has requested an extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

WHEREAS, Verizon has complied with City's Ordinance No. 014-19 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and AT&T's customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a second extension of the Special Use Permit for the modification of AT&T' equipment at this facility located at 3460 US Highway 280 East, which consist of a 249' self-support tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that AT&T is hereby granted an extension of the Special Use Permit to modify their equipment at the wireless telecommunications facility located at 3460 US Highway 280 East.

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

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated, and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. AT&T may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.
2. AT&T must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once, AT&T has met all the conditions of the permit and any other requirements of the City and a building permit is issued, AT&T must notify the City's consultant for all inspections.
4. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.
6. The provision of the Certificate of Completion for this work shall be a pre-condition for any future modifications of any kind by this carrier, at this facility.

ADOPTED and APPROVED this _____ day of _____, 2021.

_____

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

_____

Russell Jones

City Clerk

RESOLUTION NO. 107-21

Authorize Engagement Letter with Compass Point Planning - PLAN.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH COMPASS POINT PLANNING FOR PROFESSIONAL SERVICES RELATING TO SIGN REGULATIONS

WHEREAS, Wendy E. Moeller, Principal and Owner of Compass Point Planning ("Compass") serves as a project manager and author of numerous planning, regulatory and development projects, including but not limited to sign regulations for municipal governments; and

WHEREAS, Compass has agreed to assist the City of Opelika in connection with a review of the current sign regulations from the standpoint of compliance with federal constitutional requirements, including recommendations of any changes that may be needed; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Compass 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 Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Compass, a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto

(by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter 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 Engagement Letter.

4. That all compensation and expenses payable to Compass, pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

5. That the Mayor and the Controller are hereby authorized and directed make all necessary budget and accounting entries to carry into effect the intent of this Resolution and the Engagement Letter.

5. 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

COMPASS POINT
ENVISION • PLAN • IMPLEMENT

April 30, 2021

Matt Mosley, AICP
City of Opelika
204 South 7th Street
Opelika, AL 36801

Dear Matt:

Thanks for speaking with me earlier this week. Based on our discussion, it is my understanding the City of Opelika would like to pursue updating its sign regulations to address a few administrative issues as well as update the code to comply with case law. Given my understanding that the current sign regulations are generally working from the standpoint of size, height, and number of signs, I would offer the following as proposed tasks that I could undertake on behalf of the city.

1. I will review the existing sign regulations and the entire existing zoning ordinance to identify a list of major issues related to the signs that we will discuss during an initial virtual meeting. I typically review the entire zoning ordinance to get an understanding of the zoning district structure but also to determine if there are any sign-related issues in that ordinance that are outside of the section on signs.
2. I will facilitate a virtual meeting with staff and the City Attorney to both go over the expectations for change as well as discuss major approaches to the list of issues identified in the first task.
3. I will draft a first draft of the updated sign regulations including recommendations for any changes that might be needed in other parts of the zoning ordinance. Per our call, I am assuming that we are not making any major policy shifts to the sign regulations as part of the review and the primary focus is on address content issues for legal purposes.
4. Following the initial draft, I will facilitate a second virtual meeting with staff and the City Attorney to review the draft.
5. I will make any revisions necessary to the initial draft based on those discussions with the potential for a follow-up call or two for clarification and additional discussions.
6. I will prepare a public hearing draft of the regulations that can be submitted for adoption.
7. I have included time in my cost estimate below to accommodate virtual participation in up to two public hearings, as part of the adoption process, to present the draft regulations and answer questions.

I would propose to complete the above tasks for an hourly fee, not to exceed $7,000. I would bill only for the hours needed to complete the work but have ensured that the fee is sufficient enough to accommodate additional calls or additional research, if needed. My billing rate is $125 per hour so that budget includes up to 56 hours of work.

Attachment: Opelika Sign Proposal 4-30-21 - Compass (107-21 : Authorize Engagement Letter with Compass Point Planning - PLAN.)

This proposal assumes that all work can be accomplished virtually and there is no need for extensive public outreach or meetings with stakeholders that would take place in-person. If the city would like for me to make a trip to Opelika to spend up to two days meeting with stakeholders to discuss the proposed draft and implications for any changes, the cost estimate for that trip would be a fee not to exceed $4,000. That fee includes both professional fees and travel costs. This would include time for a two-day trip that could include facilitation of additional meetings with staff and potentially a presentation to City Council or the Planning Commission.

If the city wants to proceed, please let me know and I will prepare a formal contract for consideration. If you have any questions, please feel free to contact me at any time. I can be reached at 513-513-8651 (Cell) or wmoeller@compasspointplanning.com.

Sincerely,

Wendy E Moeller

Wendy E. Moeller, FAICP
Principal/Owner
Compass Point Planning

Attachment: Opelika Sign Proposal 4-30-21 - Compass (107-21 : Authorize Engagement Letter with Compass Point Planning - PLAN.)

ORDINANCE NO. 008-21-ORD

Stormwater Ordinance Revision to Meet New ADEM Requirements - 2nd Reading.

ORDINANCE NO._____

ORDINANCE AMENDING ARTICLE IV OF CHAPTER 7 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA

WHEREAS the regulation of stormwater run-off discharge from land development activities in order to control and minimize increases in stormwater run-off rates and volumes, soil erosion, stream channel erosion and non-point source pollution associated with stormwater run-off is in the public interest and will minimize threats to the public health and safety; and

WHEREAS regulation by means of post-construction performance standards and wastewater management will produce development compatible with the natural functions of a particular site or on an entire watershed and thereby mitigate the adverse effects of erosion and sedimentation from development; and

WHEREAS the City Council finds and determines that it is necessary to amend Article IV of Chapter 7 of the *Code of Ordinances* relating to post-construction stormwater management.

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

Section 1. Amendment to Section 7-102. That Section 7-102 of the *Code of Ordinances* (the "Code") is hereby amended by adding the following definitions in the appropriate alphabetical order:

"City" shall mean the City of Opelika, Alabama.

"Maintenance Agreement" or **"Stormwater Maintenance Agreement"** shall mean a

legally recorded document that acts as a property deed restriction, and which provides for longer term maintenance of storm water management practices.

"New Development" shall mean a land development project undertaking on a previously undeveloped or unimproved site.

"Owner" shall mean the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"Person" shall mean, except to the extent exempted from this article, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

"Re-Development" shall mean the expansion, renovation, rebuilding, demolition and construction or other further improvement of any previously improved tract, lot or parcel of land, or combination of contiguous tracts, lots or parcels of land which are in one ownership, or which are owned by one or more parties, are proposed or planned as a valid subdivision, or project. "Previously improved" includes, but is not limited to, the prior placement, construction, and/or demolition of buildings, roadways, sidewalks, parking areas and other areas of concrete, asphalt, gravel, packed gravel or other material on the subject tract(s), lot(s) or parcel(s).

"Site" shall mean the parcel of land being developed, or the portion thereof, on which the land development project is located.

"Stormwater Management Facilities" shall mean constructed or natural components of a stormwater drainage system, designed to perform a particular function, or multiple functions, including, but not limited to pipes, swells, ditches, canals, wetlands, culverts, street gutters, detention basins, floodplain areas, retention basins, constructed wetlands, infiltration devices, catch basins, oil/water separators, sediment basins, natural and modular pavement.

"Stormwater Management System" shall mean the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catch basins, manholes, gutters, ditches,

pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, post-construction work practices and similar conveyances and facilities, both natural and manmade, located on the development site which are designated for use collecting, storing or conveying storm water, or through which storm water is collected, treated, stored or conveyed, whether owned by the authority or other person.

"Stormwater Management Plan" or **"Plan"** shall mean a written, detailed set of documents, narratives and maps containing the proposed design, design calculations, construction specifications, affidavits and reports of the individual and collective water drainage systems and post-construction stormwater practices on a specific, proposed land development subject to this article.

Section 2. Amendment to Section 7-104. That Section 7-104 of the Code shall be amended to read as follows:

Sec. 7-104 Post-construction requirements for new development and re-development

(a) The developer, landowner, or authorized representative shall develop and implement post-construction strategies for new development and redevelopment that include, at a minimum, a combination of structural and/or non-structural BMPs designed to require, to the maximum extent practicable, that the volume and velocity of predevelopment stormwater runoff is not significantly exceeded as determined by the authority. Said combination of post-construction strategies shall be designed to function during a rainfall with intensity up to that of a two (2) year twenty-four (24) hour storm event. This section shall require that responsible maintenance be performed, and the responsibility is assigned to the entity that develops, owns, or manages said grounds and is transferable to the next owner, tenant, or entity or HOA for responsible perpetual care. The developer or landowner is prohibited from removing, relocating or modifying the storm water facilities located on the property without the prior approval from the City. This includes all structures, improvements, vegetation, pipes. channels or other appurtenances built as part of design and function to treat stormwater before it leaves said property. The authority shall be provided a legally enforceable agreement that assigns permanent responsibility for post BMP maintenance of structural or treatment control management practices.

(b) Prior to the issuance of a permit, the developer or landowner shall

prepare and submit to the authority a post-construction stormwater management plan (the "Plan") showing in general, how post-construction stormwater runoff will be managed on the development site. Post-construction strategies/plan may be incorporated into permittee's BMP plan filed with the authority or in a separate document. Said post-construction strategies/plan shall be reviewed, approved, and updated pursuant to the same requirements as those of the permittee's BMP plan. The preliminary or initial plan shall include strategies for post-construction inspection, operation, and maintenance and shall be incorporated into permittee's pre-project approval, with a statement of inspection/maintenance responsibilities that are transferable to subsequent owners, operators, or HOA who will be responsible for perpetual maintenance.

(c) Permittee's post-construction strategies/plan must show proposed final site conditions and describe how the volume and velocity of stormwater leaving the site will be managed after construction is complete to require, to the maximum extent practicable, that it does not significantly exceed the volume and velocity of pre-construction stormwater runoff.

Before a developer/owner/entity shall give/transfer or legally hand over day-to-day maintenance or operations of roadways, sidewalks common areas, detentions or stormwater device(s), the active performance security and maintenance bond(s) shall cover incomplete items stated above. This stipulation is also enforced in the Opelika Subdivision Regulations. This Performance Security shall be 125% of the actual cost of the remaining items as determined by a certified and/or licensed professional for a term of two years.

(d) Upon completion, permittee shall file with the authority a certified copy of as-built drawings of any permanent post-construction practices implemented at the site. Such filing shall demonstrate, to the maximum extent practicable, that final post-construction site conditions comply with subsection (a). The authority may also require permittee to provide a method of funding to be established or provided to ensure the long-term maintenance of any post-construction BMPs.

(e) Maintenance of all stormwater facilities shall be ensured to the creation of a formal maintenance agreement that must be approved by the authority and recorded in the Lee County Probate Office. The maintenance agreement shall include the following information:

(1) Identification by name or official title. The person(s) for responsible for carrying out the annual inspection and maintenance.

(2) A statement containing the responsibility for maintenance of the stormwater management system unless assumed by the authority.

(3) A provision stating that, if portions of the development site are sold or otherwise transferred, legally binding arrangements shall be made to pass responsibility for the operation and maintenance of the stormwater management system to the appropriate successors in title; these arrangements shall designate for each portion of the stormwater management system the person(s) to be permanently responsible for inspection and maintenance.

(4) A maintenance schedule stating when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management system.

(5) Plans for annual inspections to ensure proper performance of the stormwater management system between scheduled maintenance activities.

(6) The agreement shall provide for access to the stormwater management system and the land it serves at reasonable times for **annual** periodic inspection by the authority or authority's designee and for regular or special assessments of property owners to ensure the stormwater management system is maintained in proper working order to meet the authority's stormwater requirements.

If the responsible party named in the recorded maintenance agreement is a homeowner's association or other owner's association, such as a unit owner's association, the responsible party shall submit to the authority a copy of a recorded declaration that provides:

(1) That the stormwater management practices are part of the common elements of the development site and shall be subject to the requirements of the stormwater management system maintenance agreement and annual inspection plan.

(2) That membership in the association shall be mandatory and automatic for all homeowners or unit owners of the development site and their successors.

(3) That the association shall have a lien authority to ensure collection of all dues from members.

(4) That the requirements of the maintenance agreement and plan shall receive the highest priority for expenditures by the association except for any other expenditures that are required by law to have a

higher priority.

(5) That a separate fund shall be maintained by the association for the routine maintenance, reconstruction and repair of the stormwater management system and kept in an account insured by the Federal Deposit Insurance Corporation or another entity acceptable to the authority.

(6) That the routine maintenance, reconstruction and repair fund shall contain at all times the dollar amount reasonably determined from time-to-time by the authority to be adequate to pay for the probable reconstruction and repair cost (but not routine maintenance cost) of the stormwater management system for a three-year period.

(7) That to the extent permitted by law, the association shall not enter into voluntary dissolution unless responsibility for the stormwater management system is transferred to an appropriate successor. The permittee shall require the developer/owner/operator to keep records of post-construction BMP inspections, maintenance activities for a period of five (5) years and make them available to the authority upon request.

Section 3. Amendment to Section 7-104.1. That Article IV of the Code is hereby amended by adding Section 7-104.1, which section shall read as follows:

Sec. 7-104.1 Existing locations and developments.

(a) Requirements for all existing locations and developments. The following requirements shall apply to all locations and developments in which land disturbing activities have occurred subsequent to the enactment of this article.

(1) Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP Manual and on a schedule acceptable to the authority.

(2) Cuts and slopes must be properly covered with perennial or permanent vegetation and/or retaining walls constructed.

(3) Drainage ways shall be properly covered in vegetation or secured with rip rap, channel lining, etc., to prevent channel or outfall erosion.

(4) Trash, junk, rubbish, etc., shall be cleared from drainage ways

(5) Stormwater run-off shall be controlled to prevent pollution of local waters. Current control measures may include, but are not limited to the following:

(i) Ponds.

(a) Detention pond

(b) Extended detention pond

(c) Wet pond.

(d) Alternative or underground storage methods.

(ii) Constructed wetlands.

(iii) Infiltration System.

(a) Infiltration/percolation trench

(b) Infiltration basin.

(c) Drainage (recharge) well.

(d) Porous pavement.

(iv) Filtering Systems.

(a) Bioretention area/rain garden

(b) Catch basin insert/media filter.

(c) Sand filter.

(d) Filter/absorption bed

(e) Filter and buffer strips.

(v) Open Channel:

(a) swales, diversions.

(b) Requirements for existing problem locations. When the authority becomes aware of a problem location, the authority shall, in writing, notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting such locations and developments and the action required to correct those problems. The notice shall also specify reasonable time for compliance.

(c) Inspection of existing facilities. The authority may, to the extent authorized by state and federal law, establish inspection programs to verify that all stormwater management facilities, including those built before as well as after the adoption of this article, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based on complaints or other notice of possible violations; inspection of drainage basins

or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of potential contaminants or pollutants or with discharges of a type which may more likely than the typical discharge to cause violations of the authority's NPDES stormwater permit and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater and material or water drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.

(d) Correction of problems subject to appeal. Corrective measures imposed by the authority under this section are subject to appeal.

Section 4. Amendment to Section 7-105. That Section 7-105 of the Code shall be amended to read as follows:

Sec. 7-105. - Inspections.

(a) As described in the current Opelika SWMP, all stormwater management facilities must undergo, at a minimum, an annual inspection to document maintenance or repair needs to ensure that post-construction BMP's are functioning as designed. The permittee must carry out all applicable inspection requirements set out in ADEM's applicable regulations and NPDES construction general permit. The permittee shall require the developer/owner/operator to keep records of post-construction BMP inspections, maintenance activities for a period of five (5) years and make them available to the authority upon request.

(b) The authority or its designated agent retains the right to enter property upon which any land disturbing activities are being conducted to carry out its own inspections, investigations, monitoring, observations, sampling, enforcement, and/or to address any complaint. Furthermore, the authority or its designated agent retains the right to enter property upon which any post-construction strategies have been implemented pursuant to the requirements of this article to carry out its own inspections, investigations, monitoring, observations, sampling, enforcement, and/or to address any complaint in ascertaining whether practices are maintained. Prior to conducting any of the aforementioned activities, the representative(s) of the authority will notify the permittee or an authorized representative at the site, of their presence and anticipated activities on the site. The authority will conduct any such inspection activities at reasonable times, provided however that if the authority has reasonable cause to believe that discharges from land disturbing activities to the MS4 may cause an imminent threat to human health or the environment, inspection of a site may take place at any time and without notice to the

permittee, or an authorized representative at the site.

Whenever information from a permittee, site owner, and/or an authorized representative at a site is requested by the authority, said parties may identify certain documents, materials, and/or processes that contain trade secret(s), the inspection of which could potentially jeopardize such trade secret. If the authority has no clear and convincing reason to question the proprietary assertion, omission of such materials, documents and/or processes will be noted by the authority. To the extent practicable, the authority will protect all information which is designated as a trade secret by the permittee, site owner or an authorized representative.

(c) The authority may seek appropriate legal remedies from any court with competent jurisdiction over the site for any wrongful refusal by a permittee, site owner, and/or authorized representative to allow the authority to enter and/or continue an inspection on a site. If a court grants a remedy to the authority, the site owner must reimburse the city all costs and expenses incurred in obtaining such a remedy.

Section 5. Amendment to Section 7-106. That Section 7-106 of the Code shall be amended to read as follows:

Sec. 7-106. - Post-Construction Maintenance and Integrity.

(a) It shall be the responsibility of the owner(s) of land developments to:

(1) at all times operate and maintain individual and collective stormwater drainage systems and post-construction stormwater practices located on their land development, whether or not such systems and practices are identified on the property's plat, in proper and functional condition as defined by the approved stormwater management plan.

(2) at all times protect said systems and practices from alteration that adversely impacts their function as indicated by the approved stormwater management plan.

(3) perform corrective actions when conditions that can or do occur adversely impact the function of said system and practices, whether said actions are undertaken voluntarily by the owner or required by the City Engineer.

(4) keep records of maintenance activities for a period of at least five (5) years and make them available to the City Engineer upon request.

(5) take all reasonable steps to remove, to the maximum extent practicable, pollutants deposited off-site or in an MS4 conveyance structure.

(b) Removal of said systems and practices or the alteration in any way that

adversely impacts their approved function and performance standard, without the prior approval of the City Engineer, is expressly prohibited.

(c) The responsibilities stated herein shall continue for the owner(s) of land developments until such time as ownership of the property is transferred upon which these responsibilities are immediately transferred to the subsequent owner.

Section 6. Amendment to Section 7-107. That Section 7-107 of the Code shall be amended to read as follows:

Sec. 7-107. Enforcement, Generally

(a) This article authorizes the following stormwater and non-stormwater discharges: Discharges authorized by, and in compliance with, any separate NPDES permit, discharges from fire-fighting activities; fire hydrant flushing's; waters used to wash vehicles where detergents are not used; water used to control dust; potable water including uncontaminated water line flushing's not associated with hydrostatic testing; routine external building wash down associated with construction that does not use detergents; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning or compressor condensate associated with temporary office trailers and other similar buildings; uncontaminated ground water or spring water; foundation or footing drains where flows are not contaminated with process materials such as solvents; and landscape irrigation. Furthermore, the use of non-phosphate soap is required by the authority.

(b) All discharges not explicitly authorized by this article are prohibited. Any discharge to the MS4 made in violation of this article or of any condition of a permit issued pursuant to this article shall be subject to correction and/or abatement in accordance with applicable law.

(c) The state's phase II MS4 NPDES permit allows the authority to rely upon ADEM for the enforcement of certain violations of this article. The authority hereby expresses its intent to rely upon ADEM for enforcement of violations of this article, as allowed [in] the state's phase II MS4 NPDES if and only if the enforcement by the authority becomes futile and a not effective method of resolving a violation of the current ordinances, and thus agrees to promptly notify ADEM upon observing evidence of any known or suspected violations. Furthermore, no enforcement action will be taken by the authority for a violation of the terms of this article if any of the following has occurred:

(1) ADEM has issued a notice of violation with respect to the same alleged violation and is proceeding with an enforcement action with respect to such alleged violation.

(2) ADEM has issued an administrative order with respect to the same alleged violation and is proceeding with an enforcement action with respect to such violation; or

(3) ADEM has commenced, and is proceeding with, an enforcement action, or has completed any other type of administrative or civil action, with respect to such alleged violation.

Any determination or resolution made by ADEM with respect to an alleged violation shall be final, and the alleged violation will not be made the subject of any additional enforcement action by the authority for any alleged violations of this article and/or provisions of any permit issued pursuant to this article. However, for violations that have not been appropriately corrected and/or abated pursuant to ADEM's enforcement action, an enforcement action may be pursued by the authority.

(d) Notwithstanding any other provision in this article to the contrary, in the event of an immediate threat to the public health or welfare, the authority may take all appropriate measures to remove or alleviate such threat.

(e) In the event of any accidental discharge of a hazardous substance or a significant spill of a hazardous substance to the MS4 which could constitute a threat to human health or the environment, the permittee of the site shall give notice to the authority and the local emergency management authority in the same manner and within the same time as is required by state regulations for notice to ADEM.

Absent a compelling public interest to the contrary, it shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the business or activity of the site, or any project or facility thereon, to maintain water quality and minimize any adverse impact that the discharge may cause.

(f) Whenever the authority finds that any person is in violation of any provision of this article and fails to take corrective action within the specified time, the authority may proceed with the following enforcement action:

(1) *Stop-work order, revocation of local approvals.* No person shall

construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this policy. In the event that any person holding a permit or approval pursuant to this policy violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, environment, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the authority may suspend or revoke the said approval.

(2) *Compliance order.* When the authority finds that any person has violated, or continues to violate, this article, it may issue a compliance order to the violator, directing that, within a specified time period, adequate structures and devices be installed, or procedures implemented, and properly operated, or other action be taken, to remedy such violation. Compliance orders may also contain such other requirements as may be reasonably necessary and appropriate to address such violation, including the construction of appropriate structures, installation of devices and self-monitoring and management practices.

(3) *Cease and desist orders.* When the authority finds that any person has violated, or continues to violate, this article or any order issued under this article in such a manner as to materially adversely affect the health, welfare, environment, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood; the authority may issue an order to such person to cease and desist all land disturbance activities immediately, and direct such person in violation of this article to:

a. Comply with this article forthwith; or

b. Take such appropriate remedial or preventive action as may be required to address properly a continuing or threatened violation of this article.

Section 7. Amendment to Section 7-108. That Section 7-108 of the Code shall be amended to read as follows:

Sec. 7-108. - Warning Notice.

(a) When the City Engineer determines that any person has violated or continues to violate any provision of this article or any order issued hereunder, the City Engineer may serve upon that person a written warning notice specifying the particular violation believed to have occurred and requesting that the person immediately investigate the matter and seek a resolution whereby any offending condition will cease. The City Engineer may also include a description of the corrective action(s) he/she deems necessary to resolve the offending condition.

(b) The notice shall set forth a deadline of (for example thirty (30) days) by which a written response to the warning notice must be received indicating the person's plan for corrective action whether said actions are designated by the City Engineer or determined by the person, and the time by which such plan shall be completed.

(c) Investigation, corrective actions and other resolutions of the offending condition in response to the warning notice does not relieve the violator or liability for any violations occurring before or after the receipt of the warning notice. (i) Nothing in this section shall limit the authority of the City Engineer to taking any action including notice of violation, emergency action or other enforcement action without first issuing a warning notice.

Section 8. Amendment to Section 7-109. That Section 7-109 of the Code is hereby amended to read as follows:

Sec. 7-109. Notice of Violation.

(a) Whenever the City Engineer finds a violation of a prohibition or a failure to meet a requirement of this article or any failure to comply with a warning notice, the City Engineer may order compliance by written notice of violation.

(b) The notice of violation shall contain:

(1) The name and address of the alleged violator, property owner, and/or operator.

(2) The address of the premises when available, or a description of the building, structure, land, individual and collective stormwater drainage system and/or post-construction stormwater practice upon which the violation is occurring or has occurred.

(3) A statement specifying the nature of the violation.

(4) A description of the corrective actions necessary to restore compliance with this article and a deadline for the completion of said actions.

(5) A statement of the penalty or penalties that shall be assessed against the person to whom the notice is directed.

(6) A statement that the determination of violation may be appealed to the City Council, by filing a written notice of appeal with the City Engineer within ten (10) business days of service of notice of violation.

(7) A statement specifying that, should violator fail to restore compliance with this article within the established time schedule, the work will be done by the authority or a contractor and the expense thereof shall be charged to the violator as allowed hereunder and collected as allowed by law. Each act or violation and/or each day upon which a violation shall occur or continue shall constitute a separate offense.

(c) Such notice shall require without limitation:

(1) The performance of monitoring, analysis and reporting

(2) Application for permits and payments of associated permit fees and/or the preparation of design plans.

(3) Vegetative restoration, structure restoration, repair or other combination of individual and collective stormwater drainage systems and post-construction stormwater practices.

(4) Vegetative stabilization, restoration, repair, enhancement or other improvement of areas that drain to individual and collective stormwater drainage systems and post-construction stormwater practices that are, or may be in the future, adversely impacted by the offending condition.

(5) The abatement or remediation of stormwater pollution or contamination hazards and restoration of any affected system, practice or affected area.

(6) The design and installation of new individual and collective stormwater drainage systems and post-construction stormwater drainage practices.

(7) That violating discharges, practices or operations shall cease and desist.

(8) The implementation of, or repair of, systems or practices to correct the violation.

(9) Payment of an amount equal to twice any administration and remediation costs borne by the City of Opelika, including cost to administer and execute remedial actions and repair damages that have occurred on public property or on local waterways as a result of said violations.

(d) The failure of any person to comply with any lawful notice to implement corrective actions issued by the City Engineer, which has not been appealed within the time allowed herein, shall be deemed a violation of this article.

Section 9. Amendment of Section 7-110. That Section 7-110 of the Code shall be amended to read as follows:

Sec. 7-110. Variance.

(a) The City Engineer may grant a variance from the requirements of this article if there exists exceptional circumstances applicable to a site such that strict adherence of the provisions of this article will result in unintended consequences. The applicant shall prepare a written request for a variance stating the specific variance sought and the reasons with supporting data, for granting such variance. This request shall include descriptions, drawings, calculations and any other information necessary to evaluate the proposed variance. The City Engineer will review the submitted material and make a written determination to approve or disapprove the application within ten (10) working days after receipt of such a request.

Section 10. Adoption of New Section 7-111. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-111, which said section shall read as follows:

Sec. 7-111. Appeal of Notice of Violations.

All rulings, requirements, decisions or interpretations of the City Engineer shall be final and binding upon all parties thereto unless properly appealed to the City Council. Any person receiving a notice of violation and wishing to appeal the same shall file written notice in the office of the City Clerk within ten (10) days from the date of the notice of violation. Hearing on the appeal to the City Council shall be held within thirty (30) days from the date of the filing of the notice of appeal. The decision of the City Council shall be binding.

Section 11. Adoption of New Section 7-112. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-112, which said section shall read as follows:

Sec. 7-112. Enforcement Measures After Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation or, in the event of an appeal, within fifteen (15) days of an issuance of a determination by the City Council upholding the decision of the City Engineer, then the City Engineer shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the authority, the City Engineer or any City-designated contractor to enter upon the premises for the purposes set forth above.

Section 12. Adoption of New Section 7-113. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-113, which said section shall read as follows:

Sec. 7-113. Cost of Abatement of Violation.

Within thirty (30) days of abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If full payment of the cost is not received within fifteen (15) days of the owner's original receipt of notification of the cost due and owing, the cost shall be presented to the City Council for assessment as a lien on the property. The City Council may assess the owner of the facility for the cost of the repair work which shall be a lien on the property.

Section 13. Adoption of New Section 7-114. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-114, which said section shall read as follows:

Sec. 7-114. Emergency Abatement.

(a) The City Engineer is authorized to require immediate abatement of any violation of this article that is reasonably believed to be an immediate threat to the health, safety or well-being of the public.

(b) When the City Engineer finds that any person has violated, or continues to violate, any provision of this article, and that person's violation(s) has (have) caused or contributed to an actual or threatened discharge of stormwater, which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City Engineer may issue an order to the violator to immediately cease and desist all such violations and to:

(1) Immediately comply with all ordinance requirements

(2) Take such appropriate actions as may be needed to properly address a continuing and threatened violation

(c) Any person notified of an emergency order directed to it under this section shall immediately take steps to comply and implement corrective actions.

Section 14. Adoption of New Section 7-115. That Article IV of Chapter 7 of the Code is amended to add a new section to be numbered Section 7-115, which section shall read as follows:

Sec. 7-115. Violations and Penalties.

It shall be unlawful for any person to violate any provision of, or fail to comply with, any requirement of this article. Any person that has violated, or continues to violate, this article shall be subject to one or more of the following enforcement actions:

(a) Upon conviction, the violator shall be subject to a fine of not greater than $500.00 and/or imprisonment for a period of time not to exceed six (6) months

for each violation. Each act of violation and/or each day upon which any violations shall occur or continue to occur shall constitute a separate offense.

(b) All permit fees will be doubled if construction of the stormwater drainage system begins before a permit is issued. Violators shall perform corrective actions at their own expense for construction begun prior to issuance of the permit that does not ultimately conform to the approved stormwater management plan.

(c) Permit holders shall be required to perform corrective actions at their own expense if the City Engineer determines that the stormwater drainage plan does not conform to the record drawing, or is not functioning, or will not function, in proper operating condition during a precipitation event.

(d) Failure to pay permit fees may result in the withholding of a certificate of occupancy for the applicable land development or the withholding of any permit approvals or determinations on the applicable development and/or other land developments permitted in the permit holder's name.

(e) Failure to establish permanent perennial vegetation may result in the withholding of a certificate of occupancy for applicable developments. Escrow or bonds may be considered by the authority.

Section 15. Adoption of New Section 7-116. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-116, which section shall read as follows:

Sec. 7-116. Injunctive Relief and Civil Remedies.

(a) If a person has violated or continues to violate the provisions of this article, the authority may petition the appropriate court for a preliminary and/or permanent injunction restraining the person from activities which would create violations of this article or compelling the person to perform corrective action and/or remediation of any violation.

(b) The authority may also initiate civil proceedings in any court of competent jurisdiction seeking monetary damages for any damages caused to the public stormwater drainage system or any public properties by any person, including costs incurred for corrective action and remediation, and may seek other equitable relief to enforce compliance with the provisions of this article or force compliance with any lawful orders of the City Engineer.

(c) Damages sought by the authority shall include any and all costs of such action including attorney's fees, trial expenses, court costs and damages to the public stormwater drainage system or any public properties.

Section 16. Adoption of New Section 7-117. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-117, which section shall read as follows:

Sec. 7-117. Remedies Not Exclusive; Costs Recoverable by The Authority

(a) Remedies listed in this article are not exclusive of any other remedies available under applicable federal, state or local law and it is within the discretion of the authority to seek cumulative remedies.

(b) The authority may seek to recover in a civil suit for damages all attorneys' fees, trial expenses, court costs and any and all other costs and losses resulting directly or indirectly from a violation of this article, or any rule, regulation, order or other provision authorized by state law. These costs or losses may include, but are not limited to, sampling and monitoring expenses, ADEM fines, EPA fines, costs associated with lawsuits of the authority by third party(s) and other costs associated with the enforcement of this article or the corrective actions or remediation stemming from violations of this article.

Section 17. Adoption of New Section 7-118. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-118, which said section shall read as follows:

Sec. 7-118. Notices.

Whenever the authority is required or permitted to give notice to any party or deliver a document to any party, such notice or document may be delivered by personal delivery, certified mail (return receipt requested), registered mail (return receipt requested), or a general recognized overnight carrier, to the address of such party which is in the record of the authority or which is otherwise known to the authority.

Section 18. Adoption of New Section 7-119. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-119, which said section shall read as follows:

Sec. 7-119. Liability.

Neither the issuance of a permit pursuant to this article, nor compliance with the provisions of this article, shall relieve any person of the responsibility for damage to any person or property otherwise imposed by law.

Nothing herein shall be construed to require the city or its officials, employees, agents or attorneys to restore or cause the restoration of property damaged by erosion or sedimentation in violation of this article or to otherwise seek or assist others in seeking compensation to private property owners for any such damage caused by a violation of this article. The city and its officials, employees, agents and attorneys shall not be liable for any condition or damages that result from any failure to observe or recognize a hazardous condition, any failure of an approved plan to prevent erosion or sedimentation, or any failure of the city to cause owners and builders to adhere to the terms of this article. Nothing herein shall be construed to expand the liability of the city or its officials, employees, agents or attorneys nor shall it create any additional, further, different or expanded claim or cause of action.

Nothing in this article shall be construed to limit the authority to enforce rules and regulations regarding:

(1) Charges, limits and restrictions on the discharge of waste into the sanitary sewerage system of the City.

(2) Health or sanitation ordinances of the city enforced by the county health department; or

(3) Ordinances governing the sanitation of premises where animals are kept.

This article shall be cumulative to and in furtherance of any statutory, common law, or other legal right, duty, power, or authority possessed by the city. Compliance with this article shall not excuse any person from compliance with any other federal, state or local law, ordinance, regulation, rule or order.

It shall be unlawful for any person to provide false information to the authority when such person knows or has reason to know that the information provided is false, whether such information is required by this article or any approval granted under this article.

Section 19. Adoption of New Section 7-120. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-120, which said section shall read as follows:

Sec. 7-120. Severability.

The provisions of this article are severable. If any part of this article is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this article.

Section 20. Adoption of New Section 7-121. That Article IV of Chapter 7 of the Code is amended by adding a new section to be numbered Section 7-121, which said section shall read as follows:

Sec. 7-121. Captions.

The captions of this article in the sections are for the purpose of reference only and such captions shall not affect the meaning of any provision of this article.

Section 21. Full Force and Effect. With the exception of the amendments made herein, all other sections and portions of Article IV of Chapter 7 of the Code shall remain in full force and effect, notwithstanding the foregoing amendments.

Section 22. Effective Date. This Ordinance and the sections hereby amended and adopted shall become effective upon its passage and publication as required by law.

Section 23. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published 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

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

LEE COUNTY
STATE OF ALABAMA

POST CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as the "facility" or "facilities") must be maintained for the development called _____, located in the jurisdiction of The City of Opelika, Alabama; and,

WHEREAS, the Property Owner (whether one or more) is the owner of real property described on Exhibit "A" (hereinafter referred to as "the Property"); and,

WHEREAS, The City of Opelika, Alabama, (hereinafter referred to as "The City of Opelika") requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agree that the health, safety, and welfare of the citizens of The City of Opelika require that the facilities be constructed and maintained on the property in accordance with the Post Construction Stormwater Maintenance Ordinance; and,

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSWMP"), requires a condition of permit approval, a maintenance agreement between the City and the Property Owner to ensure the Property Owner will construct and maintain the stormwater facilities identified in the site plan.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSWMP, which has been reviewed and accepted by The City of Opelika or its designee.

2. The Property Owner must develop and provide the "Post-Construction BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by The City of Opelika or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for inspection and implementation of these maintenance practices. The PCSWMP and the BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be submitted by the Property Owner to The City of Opelika on an annual basis, and the inspection report kept for a period of 5 years.

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by The City of Opelika or its designee.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to The City of Opelika, its authorized agents, and employees, to enter upon the property and to inspect the facilities whenever The City of Opelika deems necessary. The City of Opelika shall provide the Property Owner copies of the inspection findings and a directive to commence with the necessary repairs. The City of Opelika will require the Property Owner to provide, within seven (7) calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, The City of Opelika shall provide notice prior to entry.

5. The Property Owner, its administrators, executors, successors, heirs, or assigns, agree that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by The City of Opelika or its designee in its sole discretion, The City of Opelika or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as The City of Opelika or its designee deems necessary. The City of Opelika or its designee shall have the right to recover from the Property Owner any and all reasonable costs The City of Opelika expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of The City of Opelika. Failure to pay The City of Opelika or its designee all of its expended costs, after sixty days written notice, shall constitute a breach of the agreement. The City of Opelika or its designee shall thereafter be entitled to bring an action against the Property Owner to pay or foreclose upon the lien hereby authorized by this agreement, against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party. The Property Owner shall not obligate The City of Opelika to maintain or repair the facility or facilities, and The City of Opelika shall not be liable to any person for the condition or operation of the facility or facilities. The City is under no obligation to maintain or repair said facilities, and in no respect shall this Agreement impose any such obligation on the City. The Property Owner shall reimburse the City on demand the costs incurred in the maintenance of the facility.

6. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnify and hold harmless The City of Opelika and its authorized agents and employees for any and all damages, accidents, casualties, occurrences

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

or claims that may arise or be asserted against The City of Opelika from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against The City of Opelika, its authorized agents or employees, The City of Opelika shall promptly notify the Property Owner and the Property Owner shall defend at its own expense, by an attorney of the choosing of The City of Opelika, any suit based on such claim unless due solely to the negligence of The City of Opelika in which event The City of Opelika shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both The City of Opelika and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against The City of Opelika, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of The City of Opelika.

7. The Property Owner shall not in any way diminish, limit, or restrict the right of The City of Opelika to enforce any of its regulations or ordinances as authorized by law.

8. This Agreement shall be recorded at the Probate Office of Lee County, Alabama, and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

9. The Property Owner shall not transfer, assign, or modify its responsibilities with respect to this Agreement without the City's written consent.

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this _____day of _____, 201_.

_____

By:_____
Its:

STATE OF ALABAMA }
COUNTY OF LEE }

I, the undersigned notary public in and for said county in said state, hereby certify that _____ whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this _____ day of _____, 201_.

_____
NOTARY PUBLIC
My commission Expires:_____

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

Exhibit "A"

Insert Real Property Description

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

Exhibit "B"

Insert BMP Maintenance Requirements

Attachment: Post Construction StormMgt. Agreement 040821 Harris (FINAL) (008-21-ORD : Stormwater Ordinance Revision to Meet New ADEM

ORDINANCE NO. (ID # 4653)

Amend Section 5.8.3 of the Personnel Policies and Procedures Manual - 2nd Reading.

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.8.3 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the City of Opelika, Alabama, (the "City") has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, staffing, separations, promotions, disciplinary actions, grievance procedures, compensation, and employee benefits, which are set forth in the "Personnel Policies and Procedures of the City of Opelika" (hereinafter referred to as the "Personnel Manual"); and

WHEREAS, Section 5.8.3 of the Personnel Manual relates to selection procedures for the positions of Assistant Fire Chief, Captain, Lieutenant and Apparatus Operator; and

WHEREAS, City staff has recommended to the City Council that said Section 5.8.3 be amended to ensure clarity and consistency in the Personnel Manual; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to amend Section 5.8.3 of the Personnel Manual at this time as recommended by City staff.

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

Section 1. **Amendment.** That Section 5.8.3 of the Personnel Manual of the City of Opelika, is hereby amended to read as follows:

"**Section 5.8.3 Selection Procedure for the Positions of Battalion Chief, Captain, Lieutenant, and Apparatus Operator.**

A composite assessment score obtained from the "Assessment Center" will be combined with the total points from a "plus and minus" evaluation of eight factors to determine a "final score" used to select for promotion. The Fire Chief will prepare a list of candidates in a rank-ordered format and will be responsible for notifying candidates of their standing on the register. Promotions will be made from the list of final scores in rank order and in accordance with the "Rule of 5 plus 1" procedure in Section 5.7.5."

Section 2. **Severability.** The provisions of this ordinance are severable. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. **Effective Date**. This ordinance shall become effective upon its passage, approval and publication as required by law.

Section 4. **Publication**. The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published 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