



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
July 5, 2017
TIME: 7:00 PM

1. Call to Order

Ms. Jones called the council meeting to order asking Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all council members were present except for President Smith who was out of town.

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

3. Invocation

The Reverend Tom Tippet gave the invocation.

1. Reverend Tom Tippet will provide the invocation.

4. Pledge of Allegiance

The Pledge of Allegiance was lead by two Cub Scouts and one Boy Scout from Pack/Troop 858 and two young ladies from West Forest School. The Scouts were Ben Bell, Dylan McKenzie and Attitcus O'Banner and the two young ladies were Memshalyah Weaver and Alana Spinks.

1. Ben Bell and Dylan McKenzie with Pack 858.
2. Memshalyah Weaver and Alana Spinks, 4th graders at West Forest School.

5. Reading of Minutes

1. Minutes from the 6-20-17 City Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller presented a resolution supporting the State of Alabama 200th Bicentennial Celebration to several members of the Lee County Bicentennial Celebration Committee.

1. Presentation of the Bicentennial Celebration Resolution.

8. Citizen Communications

(Limit comments to five minutes or less)

Betty Stallings stated she has concerns about the City's street resurfacing procedures and the inspection process. The Old Columbus Road was recently repaved and the entrance to my Mom's driveway at 2820 Old Columbus Road is not acceptable. It is like a speed bump and we have three vehicles that cannot enter or exit the driveway without problems. I talked to the City's

Engineering department prior to the final inspection yet nothing has been done to fix the speed bump problem. It appears the City is not concerned about the details and making sure the job is done satisfactorily. Ms. Jones asked Mayor Fuller to investigate this situation and follow up with Mrs. Stallings.

Connie McFarland stated she was here on behalf of our Home Owners Association (HOA) group. At a previous council meeting, we shared our concerns about the proposed development of 45 homes in the Veterans Parkway/Academy Drive area and have not received any answers. These additional homes will not be part of our HOA and should have a separate entrance and exit so traffic does not increase in our current sub-division. We had also asked for a traffic light at Veterans Parkway and Academy Dr. and have not been told where we stand on this request. We would like some feed back from the City so we know where we stand on these issues. Ms. Jones asked Mayor Fuller to investigate this situation and follow up with Mrs. McFarland.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Main Street for Temporary Street Closures on Various Dates.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

2. Request from Greater Peace Baptist Church for a Walk on 9-30-17.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

3. Request for Temporary Closure of 9Th Street Between Avenue A and B.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

4. Public Hearing - Vacate Right-Of-Way - Portion of 22Nd Street

Matt Mosley, City Planning Director, provided a summary of this proposed vacating of a portion of 22nd Street. Ms. Jones opened the public hearing asking if there was anyone present that would like to speak for or against said vacating. No one came forward to speak. Ms. Jones closed this public hearing.

12. Awarding of Bids

1. Bids 136-17 Misc Sidewalk Improvements, City-Wide-PW

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

13. Resolutions

1. Resolution 137-17 Expense Reports from Various Departments.

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

2. Resolution 138-17 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 139-17 Refund Profundity Investments LLC. Overpayment Weed Lien

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

4. Resolution 140-17 Refund Request for R.K. Allen Oil Company Overpayment of Gas Tax

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

5. Resolution 141-17 Vacate Right-Of-Way - Portion of 22Nd Street

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

6. Resolution 142-17 Special Appropriation to P/R for Dixie Boys All-Star Team.

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

7. Resolution 143-17 Alabama 200Th Bicentennial Celebration.

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

8. Resolution 144-17 Civic Plus Inc and Master Services Agreement

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

9. Resolution 145-17 Agreement ALDOT, TAP Grant, Pedestrian Improvements on Geneva St.

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

14. Ordinances

There was no ordinances.

15. Appointments

There was no appointments.

16. Adjourn

The City Council meeting minutes of July 5, 2017 are hereby adopted and approved this the 18th day of July, 2017.

/S/ Eddie Smith

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman

City Clerk - Treasurer

1. Motion to Adjourn.

This council meeting ended at 7:35 PM.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2310)

Meeting: 07/05/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2310

Minutes from the 6-20-17 City Council Meeting.

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



OPELIKA CITY COUNCIL “REGULAR MEETING MINUTES”

204 South 7th Street

June 20, 2017

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

President Smith called on Daryl Cobb to come forward and provide the invocation. President Smith thanked Mr. Cobb for attending our city council meeting and providing the invocation.

1. Daryl Cobb will provide the invocation.

4. Pledge of Allegiance

President Smith called on Caleb Mitchell and Nichols Mitchell to come forward and lead our Pledge of Allegiance. President Smith thanked Caleb, Nichols and Mrs. Wyatt for volunteering to come to our council meeting and leading our Pledge.

1. Caleb Mitchell and Nichols Mitchell of Pack 80 along with Cub Master Mrs. Hattie Wyatt will lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 6-06-17 City Council Meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller was absent from this council meeting due to a city economic development trip to Paris. President Smith called on Joey Motley, City Administrator, to present the items under the "Remarks By the Mayor" section of the agenda.

1. City Financial Statements, May 2017.

Mr. Motley presented a summary of the City's May 2017 financial report. Mr. Motley stated the City was in excellent financial shape with revenues above budget and expenses below budget.

2. Building Inspection Reports - May, 2017

Mr. Motley provided a summary of the City's May 2017 Building Permit report.

8. Citizen Communications

(Limit comments to five minutes or less)

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Adams Beverages Inc. Request AB Beer and Wine Wholesale License

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

2. Notice of Public Hearing Weed Abatement Assessment - 709 India Rd.

Mr. Shuman stated this public hearing was for the assessment of a weed abatement at 709 India Road. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

3. Notice of Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

Mr. Shuman stated this public hearing was for the assessment of a weed abatement at 1109 Magnolia Street. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing for Demolition - 115 Brannon Avenue

Mr. Shuman stated this public hearing was for a demolition at 115 Brannon Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 124-17 Pole Rack Mounted Switched and Fixed Capacitor Banks-OPS

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

13. Resolutions

1. Resolution 125-17 Expense Reports from Various Departments.

RESULT: APPROVED [4 TO 0]**MOVER:** David Canon, Council Member**SECONDER:** Dozier Smith T, Council Member**AYES:** Patricia Jones, Dozier Smith T, David Canon, Eddie Smith**ABSTAIN:** Tiffany Gibson-Pitts

2. Resolution 126-17 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 127-17 PURCHASE-ONE (1) 2018 FORD F150 CREW CAB 4X2 PU-OES

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

4. Resolution 128-17 Purchase-One (1) 2017 Chevrolet Tahoe 2WD-PD

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 129-17 Purchase-Cisco Equipment-IT
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 130-17 Purchase-Playground Equipment-Global Motion-Sole Source-P&R
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 131-17 Purchase-Playground Equipment-Nucleus and Intensity Structures-P&R
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 132-17 Weed Abatement Assessment - 709 India Rd.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 133-17 Weed Abatement Assessment - 1109 Magnolia St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 134-17 To Authorize a Demolition - 115 Brannon Avenue.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 135-17 Tax Abatements, Cumberland Plastic System.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Ordinances
 1. Ordinance 115-17-ORD Amend the Cannon Gate PUD Master Plan, Oak Bowey Road - 2Nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

1. Reappoint Dan Cannon to the Indian Pines Rec. Authority. Term ends 6-07-21.

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

16. Adjourn

The City Council meeting minutes of June 20, 2017 are hereby adopted and approved this the _____ day of _____, 2017.

/S/

 President pro-tem of the City Council
 City of Opelika, Alabama

ATTEST:

/s/

 R. G. "Bob" Shuman

City Clerk - Treasurer

1. Motion to adjourn.
 This council meeting at 7:20 pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 07/05/17 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 2309)

DOC ID: 2309

Request from Main Street for Temporary Street Closures on Various Dates.

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



June 23, 2017

TO: Opelika City Council
FROM: Opelika Main Street

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

August 26 - Concourse South event hosted by Cottonseed Studios. Road closure requested is North Railroad, between 7th and 8th Street, from 8 a.m. Until 12 a.m.

September 7 – Concert hosted by Cottonseed Studios. Road closure requested is North Railroad, between 7th and 8th Street, from 5 p.m. Until 11 p.m.

September 24 - Concert hosted by Cottonseed Studios. Road closure requested is North Railroad, between 7th and 8th Street, from 4 p.m. Until 8 p.m.

Thank you for your continued support of downtown and for considering all of the above requests.
Sincerely,
Carla Nelson, Director
Opelika Main Street

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 2308)**

Meeting: 07/05/17 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

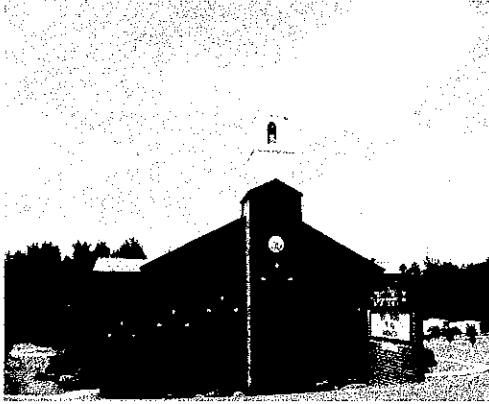
Initiator: Robert Shuman

Sponsors:

DOC ID: 2308

Request from Greater Peace Baptist Church for a Walk on 9-30-17.

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



Greater Peace Missionary Baptist Church

650 Jeter Avenue

Opelika, Al. 36801

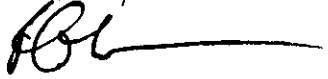
Office: 334-749-9487 Fax: 334-749-1727

Email: office@greaterpeacechurch.org

"A Church With A VISION With CHRIST As The Focus"

Rev. Clifford E. Jones, Pastor

June 19, 2017

Rec - 6/22/17


Robert R. "Bob" Shuman
 City Clerk
 City of Opelika
 P. O. Box 390
 Opelika, Alabama 36801

Dear Mr. Shuman:

I am excited to inform you that the Greater Peace Missionary Baptist Church will celebrate their "One Hundred Anniversary," October 22, 2017. We are thankful to God for allowing us to reach this milestone as a Church. We have celebrated with many activities already this Centennial Year.

One of the upcoming activities we have planned is a "Memorial Walk" from the original church site on the corner of Dover Street and Jeter Avenue to our present location at 650 Jeter Avenue. This walk is planned for Saturday, September 30, 2017 at 10:00 a.m. We anticipate the walk will conclude approximately 10:30 a.m.

We are seeking approval from the Opelika City Council (if it is necessary) and a Police escort along the walk route. I look forward to hearing from you soon. If you have questions please feel free to call the church office at (334)749-9487, or Mr. Ronald Rollins at (334)744-0443. Thanks for your support.

Respectfully,



Clifford E. Jones
 Pastor

"A Church With A VISION With CHRIST As The Focus"

Attachment: CM 7-05-17, walk request by Great Peace (2308 : Request from Greater Peace Baptist Church for a Walk on 9-30-17.)



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 07/05/17 07:00 PM
Department: Building Inspection
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Jeff Kappelman
Sponsors:

GENERAL BUSINESS (ID # 2325)

DOC ID: 2325

Request for Temporary Closure of 9Th Street Between Avenue A and B.

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

Shuman, Robert

From: Patricia Jones <patjones2@charter.net>
Sent: Friday, June 30, 2017 9:15 AM
To: Fuller, Gary; Eddie Smith; Shuman, Robert
Cc: Patsy Jones
Subject: 200 Bicentennial Kick Off

Gary, Eddie, Bob,

The 200 Bicentennial Committee met last evening and I have been asked to coordinate through the City the following:

1. On Thursday, July 20th, close 9th Street in front of Courthouse blocking off Avenue A and Avenue B with barricades.
2. Hold Ceremony at Noon - 1:00 pm in Courthouse Square.
3. Place American Flags on flagpoles in Courthouse Square and possibly Downtown.
4. Work with appropriate persons for set up of these askings.
5. Please place on the agenda for July 5, 2017 for approval Thanks in advance for your assistance in this matter.

Patsy

Sent from my iPhone

Attachment: CM 7-05-17, request temp. street closure; 200 Bicentennial Kick Off, (2) (2325 : Request for Temporary Closure of 9Th Street



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2323)

Meeting: 07/05/17 07:00 PM

Department: Planning

Category: Vacate Property

Prepared By: Charles Mosley

Initiator: Charles Mosley

Sponsors:

DOC ID: 2323

Public Hearing - Vacate Right-Of-Way - Portion of 22Nd Street

The City of Opelika and Petitioners request to vacate a portion of 22nd Street near First Avenue. The City acquired right-of-way so 22nd Street would be constructed perpendicular to First Avenue. Street construction for the realignment 22nd Street is complete. The realignment now involves the vacation of a portion of the existing 22nd Street; the vacated street will be added to the adjacent properties. (See PC report and map attached). At the March 28th meeting, the Planning Commission voted 5 to 0 (one abstain) to send a positive recommendation to City Council to vacate a portion of 22nd Street. Letters were mailed to adjacent property owners and Utility companies giving notice of the July 5th CC public hearing.

COMMENTS - Current Meeting:

Matt Mosley, City Planning Director, provided a summary of this proposed vacating of a portion of 22nd Street. Ms. Jones opened the public hearing asking if there was anyone present that would like to speak for or against said vacating. No one came forward to speak. Ms. Jones closed this public hearing.

NOTES:

SURVEY NORTH IS GRID NORTH BASED UPON ALABAMA EAST STATE PLANE COORDINATES, MAD83, BY GPS OBSERVATION.

BASIS FOR EXHIBIT:

-A REDIVISION OF LOT 5 PRIDE OF PEPPERELL PHASE 1 FIRST REVISION, RECORDED IN PLAT BOOK 37, PAGE 82, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

-PRIDE OF PEPPERELL PHASE 1, RECORDED IN PLAT BOOK 36, PAGE 183, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

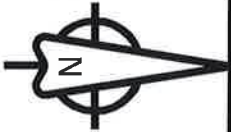
-PEPPERELL SUBDIVISION A PORTION OF THE PROPERTY OF PEPPERELL MANUFACTURING COMPANY, RECORDED IN PLAT BOOK 6, PAGE 4 AND 5, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ATTORNEY'S TITLE OPINION OF TITLE COMMITMENT. THE SURVEYOR'S SEARCH OF PUBLIC RECORDS WAS LIMITED TO THOSE MATTERS AFFECTING THE BOUNDARIES OF THE SUBJECT PROPERTY ONLY. THERE MAY BE MATTERS OF RECORD, SUCH AS CONVEYANCES, EASEMENTS, RIGHT OF WAY, ETC., THAT AFFECT THE TITLE TO THE SUBJECT PROPERTY WHICH ARE NOT KNOWN TO THE SURVEYOR AND NOT DISCLOSED BY THIS SURVEY.

ALL IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.

LEGEND

- Iron Found & Type
- Iron Pin Set & Type
- ⊙ Calculated Point
- R.O.W Right of Way
- R&C Rebar & Cap
- Not To Scale
- (R) Record Bearing & Distance



2ND AVENUE (R.O.W. VARIES)

LOT 7 Block "P"
Pepperell Subdivision
Plat Book 6 Page 4 & 5

22ND STREET
(60' R.O.W.)

LOT 1 Block "T"
Pepperell Subdivision
Plat Book 6 Page 4 & 5

Chain Link Fence

LOT 5B
A Redivision Of Lot 5 Pride Of
Pepperell Phase 1 First Revision
Plat Book 37 Page 82

LOT 5A
Pride Of Pepperell Phase 1
Plat Book 36 Page 183

5/8" Rebar &
Orange Cap
Carter

L=391.71'
R=435.00'
CH=378.61'
N27° 19' 01"E

L=186.31'
R=495.00'
CH=185.21'
S36° 30' 55"W

CONTAINS:
16358 SQ. FT.
0.38 AC.

N16° 47' 11"W

5/8" Rebar &
Yellow Cap
LOT 3
Pride Of Pepperell Phase 1
Plat Book 36 Page 183

5/8" Rebar &
Orange Cap
Carter
5/8" Rebar &
Orange Cap
Carter
5/8" Rebar &
Orange Cap
Carter
S16° 35' 50"E 10.00' (R)
S16° 43' 04"E
10.05'
S73° 24' 10"W 37.87' (R)
S73° 18' 08"W
37.82'

EXISTING
22ND STREET
R.O.W. TO BE
VACATED

22ND STREET
(60' R.O.W.)

5/8" 24' 10"W 67.11' (R)
S73° 13' 59"W 678.05'
1ST AVENUE (R.O.W. VARIES)

US HWY 280
GATEWAY DRIVE
(ROW VARIES)

Concrete
Monument
Found



Barscale 1" = 60'

I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge and belief.

Draw Date:	10/14/15
Drawn By:	LHB
Reviewed By:	JAH
Scale:	1" = 60'

OPELIKA, LEE COUNTY, ALABAMA

22ND STREET RIGHT OF WAY

BEING A PART OF SECTION 14 TOWNSHIP 19 NORTH, RANGE 26 EAST

Jonathan A. Ham, PLS
Alabama License No. 34761

Date: 10/19/15

Revised:
Revised:
Revised:

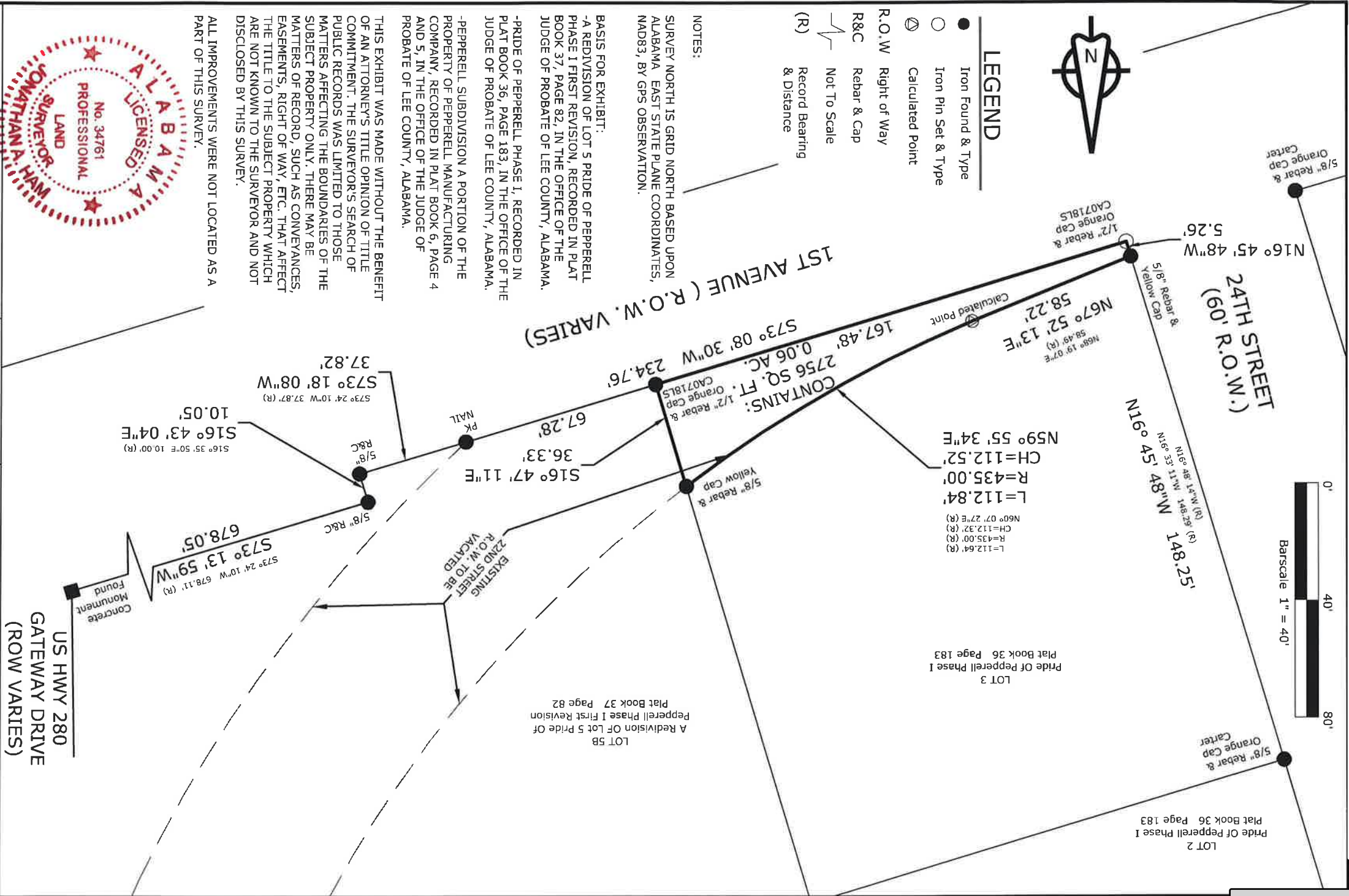


BARRETT-SIMPSON, INC.

Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFALA, AL 36801 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

This document is not valid unless stamped with surveyor's seal.

Project Number: 15-0387



I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jonathan A. Ham, PLS
Alabama License No. 34761 Date: 10/19/15

Draw Date: 10/14/15
Drawn By: LHB
Reviewed By: JAH
Scale: 1" = 60'

Revised:
Revised:
Revised:



BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36866 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFALUA, AL 36507 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Project Number: 15-0387

This document is not valid unless stamped with surveyor's seal.

NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
July 5, 2017 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, July 5, 2017, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate a portion of 22nd Street. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portion of 22nd Street proposed to be vacated is more particularly described as follows:

Commencing at a concrete monument marking the southeast corner of Lot 5A, Pride of Pepperell Subdivision, Phase 1, as recorded in Plat Book 36, Page 183, in the office of the Judge of Probate of Lee County, Alabama, said monument being located at the intersection of the westerly R/W line of U. S. Highway No. 280 (Gateway Drive) and the northwesterly R/W line of 1st Avenue; thence, along said R/W line, S73°13'59"W, 678.05 feet; thence S16°43'04"E, 10.05 feet; thence S73°18'08"W, 37.82 feet to the True Point of Beginning of the Right-of-Way to be Abandoned; thence, continuing along the northwesterly R/W line of the aforementioned 1st Avenue, S73°08'30"W, 234.76 feet to the northeasterly R/W line of 24th Street; thence N16°45'48"W, along said R/W line, 5.26 feet; thence, leaving said R/W line, N67°52'13"E, 58.22 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 435.00 feet, an arc length of 505.17 feet, a chord bearing of N34°36'59"E, and a chord length of 477.26 feet to an existing ½" open-top pipe on the westerly R/W line of 22nd Street; thence, along the new westerly R/W line of said street, S0°24'39"W, 92.64 feet; thence southeasterly along a curve concave northeasterly and having a radius of 480.00 feet, an arc length of 111.07 feet, a chord bearing of S6°13'06"E, and a chord length of 110.83 feet; thence, leaving said new R/W line, southwesterly along a curve concave northwesterly and having a radius of 495.00 feet, an arc length of 186.31 feet, a chord bearing of S36°30'55"W, and a chord length of 185.21 feet to the True Point of Beginning.

Said parcel of land lying and being in the southeast quarter of Section 14, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, and containing 0.44 acres, more or less.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

DATED this the _____ day of May, 2017.

ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

ROBERT G. SHUMAN, CITY CLERK

PETITION TO VACATE STREET

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COME NOW Jesse Russell Nix, a married man and Ericson, LLC, an Alabama limited liability company (collectively the "Petitioners") and represent as follows:

1. The Petitioners are the owners of all of the property abutting a portion of 22nd Street, which is a public street in the City of Opelika, and they do by this written instrument, hereby vacate that portion of 22nd Street, being described as follows, to-wit:

That portion of 22nd Street being more particularly described as follows:

Commencing at a concrete monument marking the southeast corner of Lot 5A, Pride of Pepperell Subdivision, Phase 1, as recorded in Plat Book 36, Page 183, in the office of the Judge of Probate of Lee County, Alabama, said monument being located at the intersection of the westerly R/W line of U. S. Highway No. 280 (Gateway Drive) and the northwesterly R/W line of 1st Avenue; thence, along said R/W line, S73°13'59"W, 678.05 feet; thence S16°43'04"E, 10.05 feet; thence S73°18'08"W, 37.82 feet to the True Point of Beginning of the Right-of-Way to be Abandoned; thence, continuing along the northwesterly R/W line of the aforementioned 1st Avenue, S73°08'30"W, 234.76 feet to the northeasterly R/W line of 24th Street; thence N16°45'48"W, along said R/W line, 5.26 feet; thence, leaving said R/W line, N67°52'13"E, 58.22 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 435.00 feet, an arc length of 505.17 feet, a chord bearing of N34°36'59"E, and a chord length of 477.26 feet to an existing ½" open-top pipe on the westerly R/W line of 22nd Street; thence, along the new westerly R/W line of said street, S0°24'39"W, 92.64 feet; thence southeasterly along a curve concave northeasterly and having a radius of 480.00 feet, an arc length of 111.07 feet, a chord bearing of S6°13'06"E, and a chord length of 110.83 feet; thence, leaving said new R/W line, southwesterly along a curve concave northwesterly and having a radius of 495.00 feet, an arc length of 186.31 feet, a chord bearing of S36°30'55"W, and a chord length of 185.21 feet to the True Point of Beginning.

Said parcel of land lying and being in the southeast quarter of Section 14, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, and containing 0.44 acres, more or less.

Being further described according to and as shown by that certain survey prepared by Jonathan Ham of Barrett-Simpson, Inc., attached hereto and marked Exhibit "B" and Exhibit "D".

2. The Petitioners aver that 22nd Street has been realigned with 1st Avenue at the intersection of 22nd Street and 1st Avenue and that construction of the relocated portion of 22nd Street is complete.

3. The Petitioners aver that the recently constructed portion of 22nd Street will replace, in its entirety, the existing portion of 22nd Street to be vacated.

4. The Petitioners aver that convenient and reasonable means of ingress and egress is afforded to all other property owners in the vicinity of 22nd Street.

Attachment: CM 7-05-17, petition to vacate, portion of 22nd St. (2323 : Public Hearing, Vacate Right-Of-Way - Portion of 22Nd Street)

5. The Petitioners desire to have vacated the above-described portion of 22nd street so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6.. The Petitioners agree that all of the property within the vacated right-of-way, as described in Section 1 above, shall constitute the property of Ericson, LLC; subject to the reservation by the City and The Utilities Board of the City of Opelika of existing utility easements for sanitary sewer lines, storm water drainage improvements and water mains as depicted on the attached survey.

7. This declaration of vacation is executed by the Petitioners in accordance with the provisions of §35-2-47, *Code of Alabama 1975*, and also pursuant to said *Code* in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioners hereby request that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of 22nd Street, the annulment of any dedication thereof and the divestment of all public rights therein, except existing utility easements for sanitary sewer lines, storm water drainage improvements and water mains, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portion of said street in order to divest the public of all rights to use the same and convey to Ericson, LLC, all rights, title , claims and interest which the City has or may have in the vacated portion of 22nd Street, subject to the existing utility easements.

IN WITNESS WHEREOF, the Petitioners have hereunto set their hands and seals on this the 9 day of May, 2017.


JESSE RUSSELL NIX

ERICSON, LLC

By: 
ITS MANAGING MEMBER

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JESSE RUSSELL NIX, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 9 day of May, 2017.

Lisa Harkelson
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/12/17

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Eric Hemberg, whose name is signed to the foregoing instrument as Managing Member of Ericson, LLC who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and as such Managing Member of Ericson, LLC, and with full authority executed the same voluntarily as the said Managing Member of Ericson, LLC, on the day the same bears date on behalf of said company.

GIVEN under my hand and official seal of office this the 5th day of May, 2017.

Manda Harris
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/10/18



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 136-17

Meeting: 07/05/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2313

Misc Sidewalk Improvements, City-Wide-PW

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Miscellaneous Sidewalk Improvements, City-Wide for the Public Works Department; and

WHEREAS, Triple J Construction, LLC was the lowest bidder 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 bid be awarded to Triple J Construction, LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Triple J Construction, LLC on an as needed basis.
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 Contract.

APPROVED AND ADOPTED this the _____ day of _____, 2017.

Patricia A. Jones, President Pro-tem
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #17026 – We are asking the Council to approve a contract for Miscellaneous Sidewalk Improvements, City-Wide

FACTS:

- Bid opening date – 6/12/17
- User Department – Public Works
- The bid was mailed to 9 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award contract to Triple J Construction, LLC on their low bid meeting specifications on an as needed basis.**

9 VENDORS INVITED

DESCRIPTION: MISCELLANEOUS SIDEWALK IMPROVEMENTS, CITY-WIDE

2 BIDS RECEIVED

ITEM 1: REMOVING CONCRETE PAVEMENT

ITEM 2: CONCRETE SIDEWALK, 4" THICK, (HANDICAP ACCESS RAMP) 3,000 PSI

ITEM 3: SOLID SODDING (BERMUDA)

ITEM 1

ITEM 2

ITEM 3

VENDOR

UNIT PRICE

UNIT PRICE

UNIT PRICE

CHRIS CLARK GRADING & PAVING

\$ 8.00

\$	8.00
----	------

\$	8.00
----	------

D & J ENTERPRISES

HUDMON CONSTRUCTION

JLD ENTERPRISES LLC

ONE STOP ENVIRONMENTAL LLC

PFM INC

SCOTT HANNERS

SHERMAN INDUSTRIES INC

W B CONSTRUCTION

Triple J Construction, LLC

\$ 5.00

\$	16.00
----	-------

\$	2.00
----	------

RESOLUTION NO. 137-17

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

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

-) That the following employees were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	
Nicholas Johnson	OPS	\$ 173.16
Derek Lee	OPS	1,481.04
Derek Lee	OPS	894.74
Gary Fuller	Mayor	153.79

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2017.

Patricia A. Jones

President pro-tem of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME

Nicholas "Cole" Johnson

DEPARTMENT

OPS

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU 6/14	Summerdale, AL	173.16										173.16
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		173.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	173.16

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

General Unit and Field Testing for Meters

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

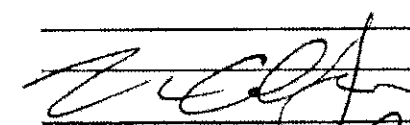
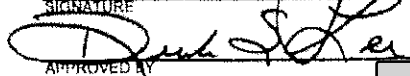
MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

 APPROVED BY


EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Derek S. Lee

OPS

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN	Orlando, FL		354.40		5.00						3.00	362.40
MON												0.00
TUE	Orlando, FL	1,113.64										1,113.64
WED	Orlando, FL				5.00							5.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		1,113.64	354.40	0.00	10.00	0.00	0.00	0.00	0.00	0.00	3.00	1,481.04

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

3 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

FTTH Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
6/11	Tip for Bellman	3.00

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Derek S. Lee

OPS

6/26/2017

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Orlando, FL	881.24									6.75	887.99
THU												0.00
FRI												0.00
SAT	Orlando, FL										6.75	6.75
WEEKLY CATEGORY TOTALS \$		881.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.50	894.74

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

APPA National Conference

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

Send check to Derek S. Lee @ OPS

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
6/17	Toll cost and Tips	6.75
6/21	Toll cost and Tips	6.75

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED 6/21/17	Atlanta, GA				78.00							78.00
THU												0.00
FRI												0.00
SAT 6/17/17	Paris				55.79						20.00	75.79
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	133.79	0.00	0.00	0.00	0.00	0.00	20.00	153.79

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

6

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Paris Air Show - Economic Development Trip

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
6/15-21/17	Atlanta Airport Parking	78.00
6/17	Taxi	55.79

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
6/15-21/17	Misc tips	20.00

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

RESOLUTION NO. 138-17

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2010 Ford Ranger Vin 1FTKR1EDIAPA04227	87002606
2.	1	Ea.	1990 Intl Dump Truck Vin 1HTSAZRM3LH296334	87001923
3.	1	Ea.	1989 JCB 1400B Backhoe	87000334
4.	1	Ea.	2008 Bucket Truck Vin 1FVACXDT08HY37180	87002501
5.	1	Ea.	2006 Digger Derrick Vin 1FVHCYD56HW87326	87002454
6.	1	Ea.	2010 Ford Ranger Vin 1FTKR1EDXAPA04226	87002605

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

APPROVED AND ADOPTED this the _____ day of _____, 2017.

Patricia A. Jones, President Pro-tem
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 139-17

Refund Profundity Investments LLC. Overpayment Weed Lien

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 \$962.04 can be printed payable to Profundity Investments LLC., 1962 Kirkland Drive, Auburn, AL 36830 for overpayment of weed lien paid in error in 2016 and 2017.
- 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 hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of _____, 2017.

PATRICIA A. JONES

PRESIDENT PRO-TEM OF THE CITY
COUNCIL

CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN, CMC
CITY CLERK/TREASURER

RESOLUTION NO. 140-17

Refund Request for R.K. Allen Oil Company Overpayment of Gas Tax

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 \$8,551.10 can be printed payable to R.K. Allen Oil Company, P.O. Drawer 456, Talladega, AL 35161, for Wholesale Gas Tax paid in error in 2014.
- 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 hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of July, 2017.

PATRICIA A. JONES

PRESIDENT PRO-TEM OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN

CITY CLERK/TREASURER

RESOLUTION NO. 141-17

Vacate Right-Of-Way - Portion of 22Nd Street

RESOLUTION NO. _____

**RESOLUTION ASSENTING TO VACATION
OF PORTION OF 22ND STREET**

WHEREAS, Jessie Russell Nix, a married man, and Ericson, LLC, an Alabama limited liability company, have presented to the City Council of the City of Opelika their statement in writing, duly executed and acknowledged, setting forth that they are the owners of all of the lands abutting upon a portion of 22nd Street situated in the City of Opelika, Lee County, Alabama, and they do by their statement vacate the same; and

WHEREAS, the City of Opelika (the “City”) has completed the construction of the realignment of 22nd Street where such street intersects with 1st Avenue; and

WHEREAS, a portion of the existing right-of-way of 22nd Street will no longer be used for vehicular transportation; and

WHEREAS, no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the City desires to reserve to the City and The Utilities Board of the City of Opelika utility easements for existing sanitary sewer lines, storm water drainage improvements and water mains as depicted on the attached survey; and

WHEREAS, a public hearing was conducted by the City Council on the 5th day of July,

2017, at which all persons were given the opportunity to be heard in favor or in opposition to the proposed right-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portion of 22nd Street as described in the attached Petition and that the right-of-way of said street should be conveyed to Ericson, LLC, as requested by the Petitioners, subject to the existing easements for sanitary sewer lines, storm water drainage improvements and water mains.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the following portion of 22nd Street is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama*, said roadway being in the City of Opelika, Lee County, Alabama, and being described as follows:

That portion of 22nd Street being more particularly described as follows:

Commencing at a concrete monument marking the southeast corner of Lot 5A, Pride of Pepperell Subdivision, Phase 1, as recorded in Plat Book 36, Page 183, in the office of the Judge of Probate of Lee County, Alabama, said monument being located at the intersection of the westerly R/W line of U. S. Highway No. 280 (Gateway Drive) and the northwesterly R/W line of 1st Avenue; thence, along said R/W line, S73°13'59"W, 678.05 feet; thence S16°43'04"E, 10.05 feet; thence S73°18'08"W, 37.82 feet to the True Point of Beginning of the Right-of-Way to be Abandoned; thence, continuing along the northwesterly R/W line of the aforementioned 1st Avenue, S73°08'30"W, 234.76 feet to the northeasterly R/W line of 24th Street; thence N16°45'48"W, along said R/W line, 5.26 feet; thence, leaving said R/W line, N67°52'13"E, 58.22 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 435.00 feet, an arc

length of 505.17 feet, a chord bearing of N34°36'59"E, and a chord length of 477.26 feet to an existing ½" open-top pipe on the westerly R/W line of 22nd Street; thence, along the new westerly R/W line of said street, S0°24'39"W, 92.64 feet; thence southeasterly along a curve concave northeasterly and having a radius of 480.00 feet, an arc length of 111.07 feet, a chord bearing of S6°13'06"E, and a chord length of 110.83 feet; thence, leaving said new R/W line, southwesterly along a curve concave northwesterly and having a radius of 495.00 feet, an arc length of 186.31 feet, a chord bearing of S36°30'55"W, and a chord length of 185.21 feet to the True Point of Beginning.

Said parcel of land lying and being in the southeast quarter of Section 14, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, and containing 0.44 acres, more or less.

Being further described according to and as shown by that certain survey prepared by Jonathan Ham of Barrett-Simpson, Inc., attached hereto and marked Exhibit "B" and Exhibit "D".

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Ericson, LLC, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the vacated right-of-way of 22nd Street, subject, however, to the utility easements for existing sanitary sewer lines, storm water drainage improvements and water mains as depicted on the attached survey.

BE IT FURTHER RESOLVED that Gary Fuller, Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is authorized and directed on behalf of the City of Opelika to execute and deliver a quitclaim deed to Ericsson, LLC, subject to the reservation of the above-described utility easements, for the purpose of carrying out the intent and intention of this Resolution, and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika to attest the same.

BE IT FURTHER RESOLVED that the City Clerk shall cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no later than fourteen (14) days after its adoption.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

PRESIDENT PRO-TEM OF THE CITY
COUNCIL OF THE CITY OF OPELIKA,
ALABAMA

ATTEST:

CITY CLERK

NOTES:
SURVEY NORTH IS GRID NORTH BASED UPON ALABAMA EAST STATE PLANE COORDINATES, MAD83, BY GPS OBSERVATION.
BASIS FOR EXHIBIT:
-A REDIVISION OF LOT 5 PRIDE OF PEPPERELL PHASE 1 FIRST REVISION, RECORDED IN PLAT BOOK 37, PAGE 82, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.
-PRIDE OF PEPPERELL PHASE 1, RECORDED IN PLAT BOOK 36, PAGE 183, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.
-PEPPERELL SUBDIVISION A PORTION OF THE PROPERTY OF PEPPERELL MANUFACTURING COMPANY, RECORDED IN PLAT BOOK 6, PAGE 4 AND 5, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ATTORNEY'S TITLE OPINION OF TITLE COMMITMENT. THE SURVEYOR'S SEARCH OF PUBLIC RECORDS WAS LIMITED TO THOSE MATTERS AFFECTING THE BOUNDARIES OF THE SUBJECT PROPERTY ONLY. THERE MAY BE MATTERS OF RECORD, SUCH AS CONVEYANCES, EASEMENTS, RIGHT OF WAY, ETC., THAT AFFECT THE TITLE TO THE SUBJECT PROPERTY WHICH ARE NOT KNOWN TO THE SURVEYOR AND NOT DISCLOSED BY THIS SURVEY.

ALL IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.

2ND AVENUE (R.O.W. VARIES)



- LEGEND
- Iron Found & Type
 - Iron Pin Set & Type
 - ⊙ Calculated Point
 - R.O.W Right of Way
 - ⚡ R&C Rebar & Cap
 - ⚡ Not To Scale
 - ⚡ Record Bearing & Distance

LOT 7 Block "P"
Pepperell Subdivision
Plat Book 6 Page 4 & 5

LOT 1 Block "T"
Pepperell Subdivision
Plat Book 6 Page 4 & 5

22ND STREET
(60' R.O.W.)

LOT 5B
A Redivision Of Lot 5 Pride Of
Pepperell Phase 1 First Revision
Plat Book 37 Page 82

LOT 5A
Pride Of Pepperell Phase 1
Plat Book 36 Page 183

5/8" Rebar &
Orange Cap
Carter

1/2" Rebar &
Orange Cap
CA0718LS

L=111.07'
R=480.00'
CH=110.83'
S06° 13' 06"E

L=391.71'
R=435.00'
CH=378.61'
N27° 19' 01"E

L=186.31'
R=495.00'
CH=185.21'
S36° 30' 55"W

CONTAINS:
16358 SQ. FT.
0.38 AC.

1ST AVENUE (R.O.W. VARIES)

LOT 3
Pride Of Pepperell Phase 1
Plat Book 36 Page 183

5/8" Rebar &
Orange Cap
Carter
N16° 47' 11"W
36.33'
N16° 47' 11"W
67.28'
234.76'
573° 08' 30"W
167.48'
1/2" Rebar &
Orange Cap
CA0718LS
573° 24' 10"W 37.87' (R)
573° 18' 08"W
37.82'



I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge and belief.

Draw Date:	10/14/15
Drawn By:	LHB
Reviewed By:	JAH
Scale:	1" = 60'
Revised:	
Revised:	
Revised:	

EXHIBIT "B" FOR REALIGNMENT AND PARTIAL VACATION OF
22ND STREET RIGHT OF WAY
BEING A PART OF SECTION 14 TOWNSHIP 19 NORTH,
RANGE 26 EAST
OPELIKA, LEE COUNTY, ALABAMA

Jonathan A. Ham, PLS
Alabama License No. 34761

Date: 10/19/15

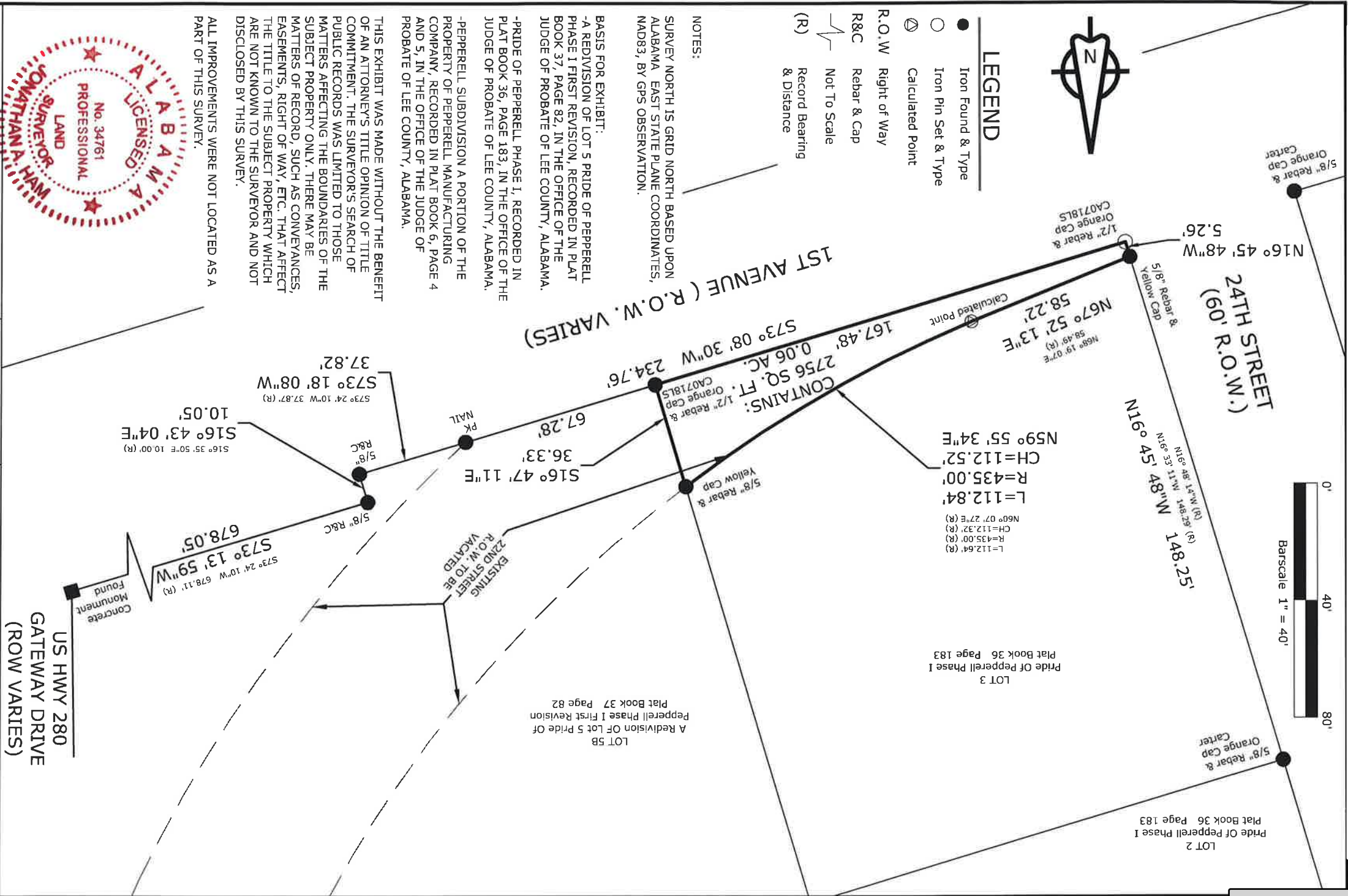
Revised:
Revised:
Revised:



BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFALA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Project Number: 15-0387

This document is not valid unless stamped with surveyor's seal.



I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.



Jonathan A. Ham, PLS Alabama License No. 34761 Date: 10/19/15	Draw Date: 10/14/15 Drawn By: LHB Reviewed By: JAH Scale: 1" = 60'	Revised: Revised: Revised: Revised:
EXHIBIT "D" FOR REALIGNMENT AND PARTIAL VACATION OF 22ND STREET RIGHT OF WAY BEING A PART OF SECTION 14 TOWNSHIP 19 NORTH, RANGE 26 EAST OPELIKA, LEE COUNTY, ALABAMA		
BARRETT-SIMPSON, INC. Engineers & Land Surveyors 706 12th STREET, PHENIX CITY, AL 36866 (PH 334-297-2423, FAX 334-297-2449) 121 W. BROAD STREET, EUPAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829) 223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)		
Project Number: 15-0387		

This document is not valid unless stamped with surveyor's seal.

PETITION TO VACATE STREET

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COME NOW Jesse Russell Nix, a married man and Ericson, LLC, an Alabama limited liability company (collectively the "Petitioners") and represent as follows:

1. The Petitioners are the owners of all of the property abutting a portion of 22nd Street, which is a public street in the City of Opelika, and they do by this written instrument, hereby vacate that portion of 22nd Street, being described as follows, to-wit:

That portion of 22nd Street being more particularly described as follows:

Commencing at a concrete monument marking the southeast corner of Lot 5A, Pride of Pepperell Subdivision, Phase 1, as recorded in Plat Book 36, Page 183, in the office of the Judge of Probate of Lee County, Alabama, said monument being located at the intersection of the westerly R/W line of U. S. Highway No. 280 (Gateway Drive) and the northwesterly R/W line of 1st Avenue; thence, along said R/W line, S73°13'59"W, 678.05 feet; thence S16°43'04"E, 10.05 feet; thence S73°18'08"W, 37.82 feet to the True Point of Beginning of the Right-of-Way to be Abandoned; thence, continuing along the northwesterly R/W line of the aforementioned 1st Avenue, S73°08'30"W, 234.76 feet to the northeasterly R/W line of 24th Street; thence N16°45'48"W, along said R/W line, 5.26 feet; thence, leaving said R/W line, N67°52'13"E, 58.22 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 435.00 feet, an arc length of 505.17 feet, a chord bearing of N34°36'59"E, and a chord length of 477.26 feet to an existing ½" open-top pipe on the westerly R/W line of 22nd Street; thence, along the new westerly R/W line of said street, S0°24'39"W, 92.64 feet; thence southeasterly along a curve concave northeasterly and having a radius of 480.00 feet, an arc length of 111.07 feet, a chord bearing of S6°13'06"E, and a chord length of 110.83 feet; thence, leaving said new R/W line, southwesterly along a curve concave northwesterly and having a radius of 495.00 feet, an arc length of 186.31 feet, a chord bearing of S36°30'55"W, and a chord length of 185.21 feet to the True Point of Beginning.

Said parcel of land lying and being in the southeast quarter of Section 14, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, and containing 0.44 acres, more or less.

Being further described according to and as shown by that certain survey prepared by Jonathan Ham of Barrett-Simpson, Inc., attached hereto and marked Exhibit "B" and Exhibit "D".

2. The Petitioners aver that 22nd Street has been realigned with 1st Avenue at the intersection of 22nd Street and 1st Avenue and that construction of the relocated portion of 22nd Street is complete.

3. The Petitioners aver that the recently constructed portion of 22nd Street will replace, in its entirety, the existing portion of 22nd Street to be vacated.

4. The Petitioners aver that convenient and reasonable means of ingress and egress is afforded to all other property owners in the vicinity of 22nd Street.

Attachment: CM 7-05-17, petition to vacate, portion of 22nd St. (141-17 : Vacate Right-Of-Way - Portion of 22Nd Street)

5. The Petitioners desire to have vacated the above-described portion of 22nd street so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioners agree that all of the property within the vacated right-of-way, as described in Section 1 above, shall constitute the property of Ericson, LLC; subject to the reservation by the City and The Utilities Board of the City of Opelika of existing utility easements for sanitary sewer lines, storm water drainage improvements and water mains as depicted on the attached survey.

7. This declaration of vacation is executed by the Petitioners in accordance with the provisions of §35-2-47, *Code of Alabama 1975*, and also pursuant to said *Code* in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioners hereby request that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of 22nd Street, the annulment of any dedication thereof and the divestment of all public rights therein, except existing utility easements for sanitary sewer lines, storm water drainage improvements and water mains, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portion of said street in order to divest the public of all rights to use the same and convey to Ericson, LLC, all rights, title, claims and interest which the City has or may have in the vacated portion of 22nd Street, subject to the existing utility easements.

IN WITNESS WHEREOF, the Petitioners have hereunto set their hands and seals on this the 9 day of May, 2017.


JESSE RUSSELL NIX

ERICSON, LLC

By: 
ITS MANAGING MEMBER

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JESSE RUSSELL NIX, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 9 day of May, 2017.

Lisa Harkelson
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/12/17

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Eric Hemberg, whose name is signed to the foregoing instrument as Managing Member of Ericson, LLC who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and as such Managing Member of Ericson, LLC, and with full authority executed the same voluntarily as the said Managing Member of Ericson, LLC, on the day the same bears date on behalf of said company.

GIVEN under my hand and official seal of office this the 5th day of May, 2017.

Manda Harris
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/10/18

Attachment: CM 7-05-17, petition to vacate, portion of 22nd St. (141-17 : Vacate Right-Of-Way - Portion of 22Nd Street)

RESOLUTION NO. 142-17

Special Appropriation to P/R for Dixie Boys All-Star Team.**RESOLUTION NO. _____**

WHEREAS, Mayor Fuller and the City Council congratulate and fully support the Opelika Junior Dixie Boys all-star baseball team in earning the right to play in the 2017 Alabama State Tournament; and

WHEREAS, the City of Opelika and its Park and Recreation department is proud to help sponsor and assist the Dixie Boys baseball team in covering the expense of attending the Alabama State Tournament; and

WHEREAS, all five Council members wishes to contribute \$300.00 from their respective discretionary funds.

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

1. That the City Council approves said request to provide a total of \$1500.00 to assist in covering the various expenses of the Dixie Boys baseball team attending the 2017 Alabama State Tournament.
2. That City Council members wish to provide \$300.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia A. Jones	Ward 1	Reserve fund	\$300.00
Tiffany Gibson-Pitts	Ward 2	Current year acct.	\$300.00
Dozier Smith T	Ward 3	Reserve fund	\$300.00
Eddie Smith	Ward 4	Reserve fund	\$300.00
David Canon	Ward 5	Reserve fund	\$300.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$1500.00 from the specific fund or account as designated in No. 2 above to the appropriate account in the Park & Recreation

current year budget.

5. The Opelika Park & Recreations Director will insure that these funds are made available to the appropriate person(s) and spent as designated above by the Opelika City Council.

APPROVED and ADOPTED this the ____ day of _____, 2017.

Patricia A. Jones

President pro-tem of the City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 143-17

Alabama 200Th Bicentennial Celebration.**RESOLUTION _____**

WHEREAS, the United States Congress created the Alabama Territory from the eastern half of the Mississippi Territory on March 3, 1817. By 1819, the birth and growth of cities, towns, and communities in the Alabama Territory ensured that the population of the Territory had developed sufficiently to achieve the minimum number of inhabitants required by Congress to qualify for Statehood. The United States Congress and President James Monroe approved Statehood for the Alabama Territory on December 14, 1819 making it the nation's twenty- second state; and,

WHEREAS, the Alabama Legislature approved a resolution in 2013 establishing the Alabama Bicentennial Commission to mark the 200th anniversary of Statehood. Constitutional officers and other officials appointed Commission members to organize and execute a bicentennial celebration intended to improve the education and understanding of all Alabamians and visitors regarding the State's history and heritage; and to create and promote lasting initiatives designed to benefit the State and its citizens; and,

WHEREAS, the bicentennial period of reflection and commemoration, 2017 to 2019, has been divided into three thematic years to acknowledge distinctly: the environment, both natural and constructed, including especially the cities, towns, and communities which compose the State; the people, regardless of race, culture, or background; and the history, both ancient and recent, of the State of Alabama; and,

WHEREAS, commemorations and celebrations will enable and encourage Alabamians of all ages and backgrounds, together with visitors, to experience Alabama's rich cultural, historic, and natural resources, thereby stimulating the economy of Alabama through local economic growth; and,

WHEREAS, full participation and contributory efforts by the localities of the State, through their various councils, committees, and congregations, are paramount to the success of this historic endeavor. Participation in Alabama's bicentennial is a unique opportunity to celebrate and uplift the State during this historic time. Citizens will create "200 tributes for 200 years" to commemorate the bicentennial;

NOW, THEREFORE, be it hereby proclaimed by Mayor Gary Fuller and the Opelika City Council, that by this action, they hereby endorse the efforts of the Alabama

Bicentennial Commission and hereby resolve to aid the Alabama Bicentennial Commission in promoting, planning, and executing the Commission's historic, educational, celebratory, and cultural initiatives by forming or supporting a Community Celebration Committee to observe and commemorate the bicentennial of the State of Alabama.

ADOPTED and APPROVED this the 5th day of July 2017

Gary Fuller
Mayor, City of Opelika

C.E. "Eddie" Smith, Jr., President
City Council - Ward 4

Patricia A. Jones, President Pro-Tem
City Council - Ward 1

Tiffany Gibson-Pitts
City Council - Ward 2

Dozier Smith T
City Council - Ward 3

David Canon
City Council - Ward 5

Attest:

R. G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 144-17

Civic Plus Inc and Master Services Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL SUBMITTED BY CIVIC PLUS , INC.,
AND MASTER SERVICES AGREEMENT BETWEEN CIVIC PLUS, INC.,
AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, Civic Plus, Inc., (“Civic Plus”) is a web development business specializing in building municipal and government communication systems; and

WHEREAS, Civic Plus has assisted more than 2,500 clients throughout the United States, Australia and Canada with the design, implementation and hosting of new, engaging, innovative and functional websites; and

WHEREAS, the City of Opelika, Alabama (the “City”) desires to engage Civic Plus to build and deliver a custom design website that will meet the City’s specific communication and marketing goals; and

WHEREAS, Civic Plus has agreed to provide training to equip City staff with the knowledge and tools needed to maintain the website’s integrity; and

WHEREAS, Civic Plus has prepared and submitted to the City Council a Proposal for website design, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, a Master Services Agreement (the “Agreement”) has been prepared by Civic Plus 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 (the “City”), as follows:

1. That the Proposal submitted by Civic Plus, 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.

2. That the Master Services Agreement to be entered into by and between the City and Civic Plus, a copy of which is attached hereto as Exhibit “B”, 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 Agreement.

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

4. That all compensation payable to Civic Plus pursuant to said Agreement shall be paid in annual installments as follows:

Year 1	\$14,867
Year 2	\$14,867
Year 3	\$14,867
Year 4 and beyond	\$5,460 annually (plus 5% technology fee)

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue purchase orders to Civic Plus for the provision of services as outlined in the Agreement attached

hereto as Exhibit “B”.

6. 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 Agreement.

7. 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.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

PRESIDENT PRO TEM, CITY COUNCIL
CITY OF OPELIKA

ATTEST:

CITY CLERK

Opelika, Alabama

Website Redesign

Attachment: CP Proposal AL, Opelika 4-21-17final (144-17 : Civic Plus Inc and Master Services Agreement)

April 20, 2017

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233



Leigh Krehling
Community Relations Officer
Opelika, AL

RE: Website Redesign

Dear Leigh and Selection Committee:

Society expects instant access to information and the internet is the number one place people go for news, answers, interaction with officials, and as their main communication venue. In today's virtual world, making your government work better can be a challenge when you don't have the tools and resources to get the job done right. So how do you meet these ever-increasing expectations with already-constrained resources? As your partner, that's where CivicPlus can help.

Our company is passionate about our mission to help make local government better. We know we aren't just designing a website; we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Collaborating with you throughout the process ensures we deliver the right solution, housed within a sophisticated and custom design that captures the culture of your community.

We know that Opelika is unique with your own set of values and goals. We don't offer cookie-cutter solutions - we tailor our solutions to meet your specific needs. With CivicPlus as your partner, you'll receive:

- A one-of-a-kind design that captures your community's unique qualities, and we'll work with you until you are completely satisfied with the design concept
- A pre-kickoff virtual Envision Consultation with our consulting expert to help you identify your project needs and goals - at no charge to you
- 40+ modules with all of the features and functionality you need and that have been tried and tested by CivicPlus clients for over 20 years
- A guaranteed redesign after only 48 months of service to keep your website fresh and innovative
- Hands-on existing content migration by our team of experts to ensure the content you present is optimized, relevant, and accessible to all
- 24/7/365 support with secure hosting and maintenance to keep your investment safe and current
- 100% satisfaction with your new website - or your money back



Your new site will be developed on the most robust and flexible content management system available. Our CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government that will help you evolve your web presence. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

CivicPlus will deliver a website that conveys your look (through a custom design), with the functionality you need to communicate your message effectively (with Notify Me), and encourage engagement for all visitors (WCAG 2.0 Level A & AA accessibility standards) among all the other features and functionalities built in to CivicEngage and CivicPlus websites.

We encourage you to contact the references we've included and discover what their experiences are working with CivicPlus. An Opelika and CivicPlus partnership will save you time and money and will deliver your community a website that will grow with you and where your visitors can find what they need, when they need it.

Sincerely,

A handwritten signature in blue ink that reads "Jacob Bertram".



Jacob Bertram
Regional Sales Manager
bertram@civicplus.com
Direct Line 785-323-1517

Table of Contents

1	PROJECT APPROACH SUMMARY
4	CIVICPLUS COMPANY OVERVIEW
7	PROJECT TEAM
9	EXPERIENCE & REFERENCES
12	CIVICENGAGE CMS
18	PROJECT ENHANCEMENTS
32	PROJECT TIMELINE/DEVELOPMENT
38	SUPPORT, HOSTING & SECURITY
44	SCOPE OF WORK
47	PROPOSED INVESTMENT ESTIMATE
50	OPTIONAL ENHANCEMENTS

Project Approach Summary

Opelika's proactive vision to develop a user-friendly, self-service government web environment for its community and employees is commendable. You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Becoming your strategic, trusted partner is paramount to the professionals at CivicPlus.

Although you currently have a capable web presence, it's time for a new look with better functionality. CivicPlus will help you re-envision, re-new, and re-invigorate your website. Working closely with you, we will assist in designing a new look, updated usability, accessibility, and quality for the delivery and exchange of information for your audience.



Executive Summary

We propose the following approach to help you meet your goals:

■ EASY-TO-USE CMS

Our CivicEngage Content Management System (CMS) is developed specifically for local government with unique functionality to streamline your processes and offer self-service options to reduce call volumes and walk-ins for common requests.

CivicEngage will empower your staff to update your website content easily and often with robust, straightforward editing tools and permission-based access.

■ MEDIA ON-DEMAND

Engage your citizens through easy-to-use live streaming capabilities and accessible on-demand videos integrated with the CivicEngage CMS.

■ MOBILE ADMIN APP

Share important information with your citizens quickly by securely adding, modifying, and approving categories and items for CivicEngage's module Alert Center. You can also include access to communication modules News Flash and Calendar for on-the-go updates and modifications for an annual fee.

■ ACTIVITIES MANAGEMENT

Our Activities feature allows you to manage your community activities through a single interface. From listing activities to accepting registrations and creating waitlists, this feature will meet all your needs. To maximize the power, combine with Facilities, Calendar and ePayment to fully integrate the functionality.

■ SECURE, CLOUD-BASED HOSTING

Provide peace of mind for your staff and community that your site is in good hands. Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% uptime for your website (excluding maintenance).

■ 24/7/365 SUPPORT

Our helpful in-house support team is available via telephone, email and live chat to ensure your complete and ongoing satisfaction with our products and service.

■ CUSTOM DATA DRIVEN DESIGN

Our experienced designers will work with you until you are 100% satisfied to create a custom, impactful design that will reflect your unique story. Utilizing relevant data to drive decisions, especially those that increase user experience, is at the core of our process. Among other data driven tools, heat mapping and website analytics may be utilized.



■ FULLY RESPONSIVE

Support citizens on the go with abundant online resources accessible from their mobile phone or tablet. With responsive web design throughout, the content on your site will automatically adjust to the screen size of any device. For our mobile web clients, we design mobile first to ensure it is responsive!

■ CONTENT MIGRATION & OPTIMIZATION

One of our Content Development teams will manually migrate text, documents, and images from your current site to your new CivicPlus site - saving your staff hours of effort, ensuring consistency, accessibility, and that your information is easier to access and navigate.

■ DEDICATED PROJECT TEAM

A specialized team of experts will assist you throughout the development process including a project manager, an art director, content developers and a trainer/consultant.

■ ENVISION CONSULTATION CALL

A pre-kickoff virtual Envision Consultation with our consulting expert to help you strategize your project needs and goals - at no charge to you.

■ DEPARTMENT HEADER PACKAGES

This package includes a different banner, banner image, background, main navigation and (if desired) a unique URL. Department Header Packages have a similar layout and functionality of the main Opelika site.

■ CUSTOMIZED TRAINING

Through three days of interactive virtual instruction, our trainers will ensure your staff gains the confidence to effectively and easily maintain your new website with our WYSIWYG live editing tools and intuitive user interface.

■ DESIGN ESSENTIALS

These design tools within CivicEngage allow your staff to build, modify, and manage your website's look and feel within the design and structure parameters of your website.

■ GUARANTEED REDESIGN

At the end of your fourth year of continuous service with us, you're eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be rebuilt from the ground up.

We set high standards for local government websites knowing that technology and trends are always changing. With CivicEngage, we'll automatically update your system to keep pace with industry improvements, security enhancements, and your visitors' changing needs.

Before CivicPlus



Portland,
Michigan

With CivicPlus



After partnering with CivicPlus, Portland, Michigan was able to connect and engage their community better through their innovative, mobile, secure and interactive site.

CivicPlus Company Overview

20+

20+ years of experience
with a focus to help
local governments.

200+

200+ employees, many who
have experience in local
government organizations.

2,500+

More than 2,500 local
government clients across
Canada and the U.S.

55k+

Over 55,000 internal admin
users

60M+

More than 60 million online
visitors (and counting!)



5-time Inc. 5000 Honoree



www.govtech.com/100

CivicPlus



CivicPlus Communities



CivicPlus' team of over 200 professionals develop and deliver superior local government web technology, human resources efficiency, parks & recreation management functionality and mass notification solutions for our clients.

CivicPlus is the integrated technology platform for local government, working with over 2,500 local governments including municipalities, counties, and municipal departments. CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas by the owner, Ward Morgan. CivicPlus became a Kansas Corporation in 1998 and are still headquartered in this vibrant university town. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology.

We've steadily grown over the last 20+ years and have honed our skills working with municipal organizations across the US and Canada - helping them streamline their daily work and better inform and connect their communities. We also offer solutions to meet your human resources, parks & recreation management, and emergency & mass notification needs.



We believe in the goals our clients are seeking to achieve, and we work alongside them to do our part to help. These partnerships have provided great insight into how their web environments need to work and how we can help them find the right solutions to meet those needs. That help means:

- Guiding – with unparalleled consulting and training and facilitating stakeholder buy-in
- Supporting – with exceptional client service before, during and after launch
- Protecting – with industry-leading 24/7 security, support and service, *and*
- Learning – with continual client contact to better ourselves and our products

Ultimately, CivicPlus is a company that's about amazing people doing amazing things. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, their 55,000+ internal users and the 60 million online visitors (and counting!).

We consider it a privilege to partner with our clients and provide them with a solution that will serve their needs today and well into the future.



Who is CivicPlus?

(click the picture and find out more)

Our Promise To You

We will deliver a high-caliber, responsive web presence that reflects your vision in design, features, and functionality. The CivicEngage premium solution is simple-to-use, yet flexible and powerful – with intuitive navigation for your citizens and an intuitive administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we'll continue to support you after launch. Your system will be secure and continuously updated, as our experts develop further cutting-edge solutions designed specifically for local government.

Project Team

From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.

Adam Block – Manager of Project Administration



Adam leads our project management team. This team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional website experts.

Education
BS Business Administration
Management
Economics

Resume
Lead Project Manager
Financial Services

5+ Years of Experience
Project Management
Business Management
Team Building
Customer Service

Zach Myers – Manager of Creative Services



Zach's team of designers, developers and art directors partner with the team project manager in designing and creating our websites. He will assign a dedicated senior art director to assist the project manager in the visual direction of your project. Our creative services staff, all with Bachelor of Fine Arts degrees, are responsible for each website overview and uniqueness of design and will work with you until it achieves your vision.

Education
Bachelors of Fine Arts
Graphic Design

Resume
Lead Senior Designer
Design & Development

7+ Years of Experience
Branding
Illustration
Visual & Web Design

Amanda Felber - Assistant Manager of Content Development



Our expert content developers' goal is to migrate and arrange content for usability that exceeds the expectations of citizens and local government. Amanda's content development team strives to deliver a website on schedule that is easily understood, ADA compliant for Section 508 and WCAG Level A & AA, which can be efficiently maintained.

Education
BA in Psychology
Minor in Writing
Coursework in Editing, Business,
and HTML

Resume
Content Developer II
Lead Content Developer

7+ Years of Experience
Customer Service
Team Building
Leadership Coaching
WCAG/ADA Compliance
Web Best Practices for Usability

Jim Flynn – Chief Systems Architect



Jim coordinates and manages our in-house experts on the technical aspects of your project development. His team will develop your new website so it delivers the functionality and integration you need. Jim also leads our hosting and security services to ensure your new website is safe, maintained, and remains updated.

Education
BA Computer Information
Systems

Resume
System Architect
Information Technology Director

18+ Years of Experience
Cyber Security
Network Infrastructure
System and Software Architecture

Jim Steffensmeier – Manager of Training and Consulting



From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. He will coordinate his team of professionals to deliver the consulting and training services you need to achieve success.

Education
MA in Education/Adult Education
& Training
BS in Psychology
AA in Business Management

Resume
Training
Consulting

10+ Years of Experience
Customer Service
Best Practices & Website
Optimization
US Army Veteran

Sumre Amerin – Manager of Account Management



Upon launch of your website to the public, Sumre will assign an account manager to your account. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. This individual is your main point of contact and will partner with you to create an on-going strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Education
BS in Integrated Services

Resume
Performance Management
Consultant
Sales Manager

10+ Years of Experience
Leadership
Customer Service
Project Management
Process Improvement

COMPANY & CONTACT INFORMATION

Contact Information	Jacob Bertram Regional Sales Manager bertram@civicplus.com Direct Line 785-323-1517	Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Legal Name	CivicPlus, Inc.	Company Founder	Ward Morgan, Owner / Chairman of the Board
Incorporated In	State of Kansas	Date Incorporated	June 1998
Company Website	www.CivicPlus.com	Purchasing Vehicles	GSA Contract # GS-35F-0124U TIPS/TAPS Contract # 2092613 CMAS Contract # 3-13-70-2966A Interlocal Purchasing

Experience & References

We have assisted more than 2,500 clients throughout the United States, Australia and Canada with the design, implementation and hosting of new, engaging, innovative and functional websites. Included are just a few examples of relevant sites, similar in scope, which we have designed.

But don't take our word for the success of these sites. Contact our clients and let them tell you about their experiences working with CivicPlus. Want to see more? Just let us know...we have about 2,500 we can share with you!

Client References



GULF SHORES, ALABAMA

www.gulfshoresal.gov

Grant Brown, Public Information Officer

Phone: 251-968-1848

Email: gbrown@gulfshoresal.gov



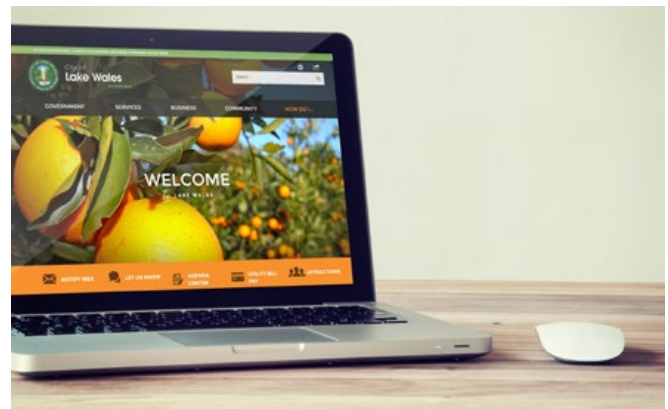
ALABASTER, ALABAMA

www.cityofalabaster.com

Patrick Johnson, Information Technology Director

Phone: 205-664-6800

Email: pjohnson@cityofalabaster.com



LAKE WALES, FLORIDA

www.cityoflakewales.com

Kevin Sunderland, Information Technology Network Administrator

Phone: 863-808-7496

Email: kesunderland@cityoflakewales.com

CivicEngage CMS

Content Management System

The CivicEngage CMS is a robust and flexible CMS that has all of the features and functionality you need today and in the future.

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus content management system, CivicEngage utilizes Microsoft SQL Server, C# MVC, HTML5, AngularJS and CSS3 for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



User Interface



CivicEngage's intuitive interface empowers your staff in more efficient ways. Based on client input and extensive testing, the CivicPlus team has created a clean, crisp updated look-and-feel for the admin-side of CivicEngage. It's sleek and streamlined, designed specifically to make your job easier.

Features & Functionality



Modules & Tools

Agenda Center – Create and display agendas and minutes for various civic organizations.

Alert Center – Post emergency or important information on your website to notify citizens via email and SMS.

Archive Center – Specifically for the storage and retrieval of agendas, minutes, newsletters and other date-driven documents.

Bid Postings – Simple and easy-to-use method of posting your bids.

Blog – Post opinions/information about various community topics and allow citizen comments and subscriptions.

Business / Resource Directory – List municipal contact information and community resources.

Calendar – Create multiple calendars and events to inform citizens of upcoming activities.

Carousel Widget – Allows you to present more impactful information with easier navigation in a single page element that can hold up to 10 clickable rotating widgets.

Citizen Request Tracker™ – Allow users to report a problem and provide follow-up communication with the point of contact.

Community Voice™ – Interact with citizens about projects in your community.

Document Center – Organize and house documents in one central location.

ePayments – Allow customers to have the ability to process payment transactions via the website.

Facilities & Reservations – Showcase community facilities and allow reservations online.

Form Center – Create custom online forms that can be completed and submitted online.

Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors.

Job Postings – Post available jobs online and accept online applications.

My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.

Notify Me™ – Send out mass emails and SMS to subscribers of specific lists.
(Includes 500 SMS subscribers)

News Flash – Post organizational news items, right on your home page, that are important to your citizens.

Opinion Poll – Interact with your site visitors by posting various questions and polls.

Photo Gallery – Store and display photos

Quick Links – Place links on any page.

Spotlight – Highlight important text or widgets in a compact, easy-to-update module.

Staff Directory – Detailed contact information for your staff and offices.

Features & Functionality

Gov 2.0 & Social Networking

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. We are dedicated to helping our clients integrate their web content into dynamic social media sites that easily drive citizens to more information.

CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events from one central location. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can have feeds displayed on any page of your site and can be featured on your website with links to your profiles.

Administrative Features

Instantaneous Updates – Once published, updates are posted to the live site in real time.

Browser Based – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time.

Mobile Updates – Immediately upgrade your site from any location using your tablet or phone.

Pending Approval Items – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.

Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information. A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items.

Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant without having to know the requirements.

Bad Links Identifier – This module creates a list of the broken links on your site when they are accessed.

Content Creation – CivicEngage makes it easy to add new content, edit old content, and keep page layout consistent through use of our What You See Is What You Get (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!

Content Scheduling – Material throughout the entire system can be set to auto-publish, auto-expire or can be manually retired.

Content Versioning – CivicEngage includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.

Features & Functionality

Dynamic Layout – The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.

Dynamic Page Components – Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.

Dynamic Breadcrumbs and Site Map – Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.

ePayments / eCommerce Integration – The ePayments module is included with our premium website solution and allows customers to have the ability to process payment transactions via the website, saving staff time and effort by of manually processing payments. To take advantage of this module, additional processing transaction and merchant account fees will apply.

History Log – Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Integration/Interfacing – CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to

link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.

Intranet – An intranet is a secure location on your website that allows employees and other groups to login and access non-public resources and information. You will have the ability to set up multiple intranet groups with varying view rights.

Levels of Permissions – Levels of Permissions may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules. Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.

Active Directory Authentication – LDAP or ADFS authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and sign-on. Because LDAP and ADFS require custom programming time, additional fees apply.

Link Redirects – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more intuitive approach to help visitors find particular pages.

Maps – Easily add maps to any page of your site to help website users find commonly requested information. Maps can be simple, clickable maps, using our native Image Map Editor to create different link areas, or more detailed and interactive maps can easily be embedded from Google, ESRI, and more using the HTML widget.

Features & Functionality

Printer Friendly – Our printer friendly functionality does separate critical content from the site template to provide a clean print without menu structure and banner information included.

RSS Feeds – RSS stands for Real Simple Syndication and in short, it brings your site to the people. After signing up, they receive email notifications of the latest news updates.

Supported Browsers – CivicPlus websites are viewable in all common browsers. We optimize

them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari and Chrome.

Translation – Integration with Google Translate instantly translates web pages between English and over 100 other languages.

Website Statistics – Administrators will be trained on the use and analysis of web statistics, provided through Piwik Analytics.

Application Programming Interfaces (APIs)

We know that each municipality has unique needs and develops individualized solutions through software, data integrations and custom programming to meet those needs. We help you to bring these pieces together in a single location. We continue to improve and evolve our CMS to make integrations with our CivicEngage CMS and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs using the site itself as a sturdy platform on which to build.

- **APIs:** CivicPlus offers integration via SOAP and REST APIs. Our APIs are available within the CivicEngage system, which allow your IT staff and developers to build community-specific applications right from your website. Enabling communication between your CivicPlus software and 3rd party systems provides the flexibility to leverage the capabilities of both. This information exchange between systems maximizes productivity and efficiency, allowing you to do more with your available resources
- **Integrations:** CivicPlus routinely integrates with other software to maximize the efficiency and effectiveness of our platform. Most integrations are embedded tools, allowing you to seamlessly leverage the technology with no additional steps. Common integrations that help local government organizations are our data integrations with Esri and Google maps within our emergency management, facilities management, and activities software. Additionally, numerous clients utilize analytics tracking offered through Piwik or Google Analytics.
- **Custom Programming:** We know that sometimes out-of-the-box solutions won't meet your needs so CivicPlus does offer custom integrations, completed on a case-by-case basis. We offer one-time custom programming, as well as a retainer package which allows organizations to customize their product.

Project Enhancements

Please take a look at additional information highlighting some of your included project enhancements.

- + Media On-Demand
- + Mobile Admin App with Alert Center
- + Department Header Package

Project Enhancements

Media On-Demand

CivicPlus offers a robust mobile video experience as part of our media solution. Consumption of video is continuing to grow, and providing this option as part of your overall experience is a must have to drive engagement for anything from board meetings to community events.

Management of your videos is easy with dedicated storage space (separate from your website) and the ability to embed your videos within any page with the easy-to-use drag and drop tool. In addition, your citizens can:

- Access videos anywhere and anytime
- Watch high definition playback on most mobile devices
- Engage with real-time videos
- Live stream video with clear and crisp high definition viewing quality



Project Enhancements

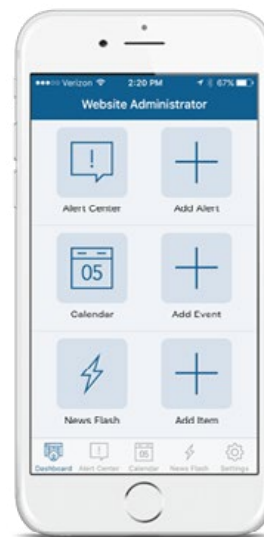
MobileAdmin App

The MobileAdmin App puts the power of your website computer in the palm of your hand, allowing you to communicate important information to your citizens, anytime, anywhere.

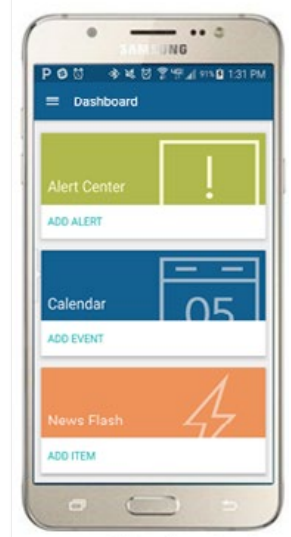
The MobileAdmin App provides access to key functions of your CivicEngage website from an Apple® or Android™ smart phone or tablet. This powerful administrative tool allows you to manage key features of your website when you're away from your computer, helping you to more efficiently execute your citizen communication strategy.



Splash Screen: iOS & Android



Dashboard: iOS



Dashboard: Android

Share important information with your citizens quickly by securely adding, modifying, and approving categories and items for certain CivicEngage modules including Alert Center, with an optional upgrade to incorporate News Flash and Calendar. Continual hardware and software upgrades from CivicPlus ensures your MobileAdmin App remains fully-optimized – just like your communication strategy. Access to the Citizen Request Tracker module will be available in 2017.

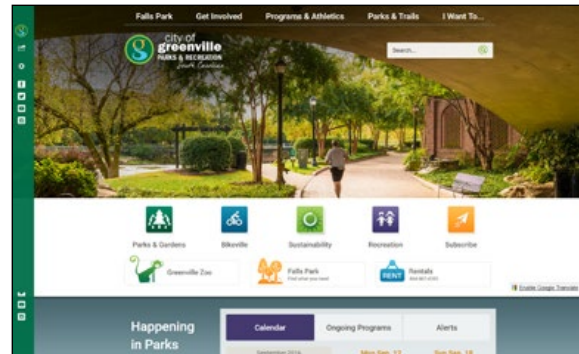
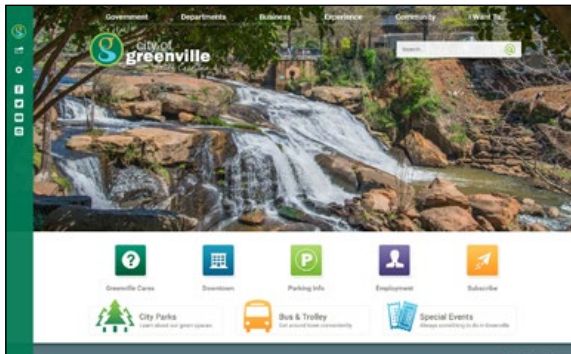
Project Enhancements

Department Headers

Sometimes, a department or a division within your organization has a need to distinguish information from the parent site. A Department Header Package is a cost-effective way for these groups to informatively and graphically differentiate themselves from the look of the main – or parent – site while still falling under the umbrella of the same Content Management System administration.

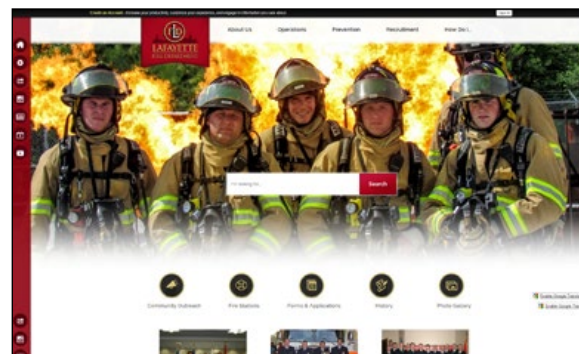
STANDARD DEPARTMENT HEADER PACKAGE INCLUDES:

- Unique site URL (if applicable)
- Custom site identifier / logo
- Unique homepage that follows the layout of the parent site
- Your own global navigation and menus
- Custom background image and/or slideshow images (if applicable)
- Unique graphical buttons
- Choice of what modules to use on the homepage
- Shared login and modules with the parent site (design of module pages will match parent site design)



THEME ADDITION INCLUDES:

- All of the above
- Customized color palette for the department header homepage and interior pages (does not include View All version of modules)



Project Timeline/Development

A dedicated project team will assist you throughout our proven development process to ensure your new website achieves your vision of success and delivers you complete satisfaction - guaranteed.

Project Timeline

Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website.

PROJECT TIMELINE: 16 – 25 WEEKS				
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
4 – 6 Weeks				
	3 – 5 Weeks			
		3 – 5 Weeks		
			3 – 4 Weeks	
				3 – 5 Weeks

Project Phase Descriptions



Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

Project Phase Descriptions



Phase 1: Website Optimization

REVIEW NEEDS

Goal: Review where you are now and discuss where you want to go.

DESIGN, CONTENT & FUNCTIONALITY

Goal: Determine how you want your website to look, feel and function.

BEST PRACTICES

Goal: Outline our CivicPlus content best practices and standards.

Phase 2: Design Presentation

Based on the results and goals outlined during the Optimization, your project team will collaborate and present the most effective layout for your website, ensuring a responsive structure that's optimized to display in any format – now and in the future.

Responsive Prototype

You'll be presented with a simple, responsive prototype that demonstrates the placement of your navigation and key functionality. This prototype is a rudimentary version of a home and interior page that will act as a blueprint to ensure that design choices translate into effective user experiences. The layout is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

Color Palette

A custom color palette is also included with your responsive prototype. It is paired with your layout so that it is easy to envision how colors will enhance the design and engage your users.



Our prototype presentation software allows you to visualize the proposed design and style of your new site and how it will respond on both desktop/tablets and smartphones.

Project Phase Descriptions



Phase 3: Production Site Development

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

CONTENT DEVELOPMENT

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

DESIGN REVIEW

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted. Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld.

ACCESSIBILITY COMPLIANCE

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window



Project Phase Descriptions



Phase 4: Website Review & Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus will provide in-person or online training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

FEATURES, MODULE & PAGE CREATION TRAINING

Included in our training for Administrators & Content Contributors will be delivering an understanding of your site's navigation and page layout and how these affect target audiences. We will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scanability.

CivicPlus training manuals and videos are available for download at no cost from our online resources.

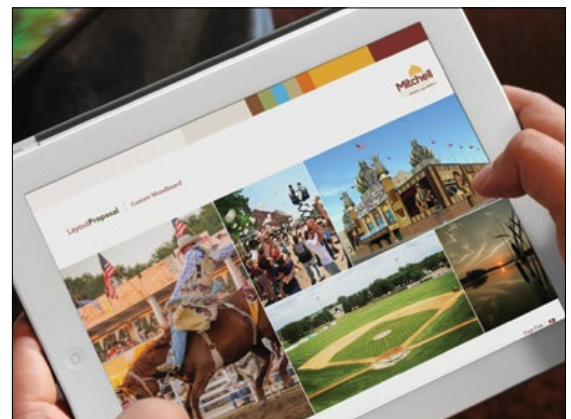
Phase 5: Go Live

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you the information you need to prepare your site for Go Live.

TESTING AND REVIEW

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.



Your Role

We will need your help to create the strongest possible website for your community. During the process, you will have homework. Yes, homework! We will need you to:

✓ ASSESS YOUR CURRENT WEBSITE

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

- **Functionality and Design Form** – Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.
- **Web Team Form** – Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus project team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.
- **Content Form** – The information that you provide on this form will also help our content development professionals to assess your wants and needs.

✓ CLEAN HOUSE AND UPDATE CONTENT

We will need you to update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is

applicable and up-to-date. If you are not able to access your current site, our team will work with you to ensure that your content needs are addressed.

✓ GATHER PHOTOS AND LOGOS

Collect pictures that will be used in the overall design and logos or branding that should remain consistent.

✓ DEPARTMENT LIST

Provide a list of all departments in your organization.

✓ WEBSITE STATISTICS

Provide statistics from your current site for the previous 12 months along with a list of all pages and downloaded documents.

✓ SITE MAP

Provide the outline of your current site's navigational structure.

✓ EXTERNAL APPLICATION LIST

Supply a list of all third-party or in-house applications being utilized.

✓ VERBATIM CONTENT

Compile a list of any content on your current website that must be migrated verbatim to your new site.

✓ UPDATE INTERNET BROWSERS

Ensure you have most up-to-date web browser versions within your organization's computers.

Support, Hosting & Security

You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our Support and Account Management team.

Continuing Service & Support

Receive ongoing guidance and assistance from our knowledgeable staff. Always obtain the answers you need to keep your website current and online.

AROUND-THE-CLOCK SERVICE & SUPPORT

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

SUPPORT	MAINTENANCE OF CIVICPLUS APPLICATION & MODULES
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) / 24/7 Emergency Support	Install service patches for OS system enhancements
2-hour response during normal hours	Fixes
Dedicated support personnel	Improvements
Integration of system enhancements	Integration
Usability improvements	Testing
Online training manuals	Development
Proactive support for updates & fixes	Unlimited Administrative Users
Monthly newsletters / Ongoing follow-up check-ins	
CivicPlus Connection Client Forums	

DEDICATED ACCOUNT MANAGEMENT

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously.

Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus offers two options for coverage.

INCLUDED HOSTING & SECURITY PACKAGE

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered.

PLATINUM HOSTING & SECURITY PACKAGE

Ensuring your visitors can access your site and that it continues to be business as usual with the least amount of interruption is attainable through the CivicPlus Platinum hosting and security. Cyber security is a high profile topic that makes the news almost daily. Every industry is a target, including local government. Our Platinum package protects your site through all of our included hosting and security features, but also adds the peace of mind of comprehensive and continuous DDoS protection. Our team has been pressure tested by high-profile events and has the experience and expertise to handle any situation. We've got you covered.

ONGOING PROTECTION SERVICES

If you choose the Included Package and experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event. Whatever your needs are, we have an option that will be a fit for your community.

HOSTING & SECURITY FEATURES	INCLUDED	PLATINUM
Data Center		
Highly reliable data center	✓	✓
Managed network infrastructure	✓	✓
On-site power backup & generators	✓	✓
Multiple telecom/network providers	✓	✓
Fully redundant network	✓	✓
Highly secure facility	✓	✓
System monitoring	24/7/365	24/7/365
Hosting		
Automated CivicEngage software updates	✓	✓
Server management & monitoring	✓	✓
Multi-tiered software architecture	✓	✓
Server software updates & security patches	✓	✓
Database server updates & security patches	✓	✓
Antivirus management & updates	✓	✓
Server-class hardware from nationally recognized provider	✓	✓
Redundant firewall solutions	✓	✓
High performance SAN with N+2 reliability	✓	✓
Bandwidth		
Multiple network providers in place	✓	✓
Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)	✓	✓
Burst bandwidth	22 Gb/s	45 Gb/s

HOSTING & SECURITY FEATURES	INCLUDED	PLATINUM
Disaster Recovery		
Emergency after-hours support, live agent (24/7)	✓	✓
On-line status monitor by Data Center	✓	✓
Event notification emails	✓	✓
Guaranteed recovery TIME objective (RTO)	8 hours	4 hours
Guaranteed recovery POINT objective (RPO)	24 hours	4 hours
Pre-emptive monitoring for disaster situations	✓	✓
Multiple data centers	✓	✓
Geographically diverse data centers	✓	✓
DDoS Mitigation		
Defined DDoS Attack Process	✓	✓
Identify attack source	✓	✓
Identify type of attack	✓	✓
Monitor attack for threshold* engagement	✓	✓
DDoS Advanced Security Coverage		
Continuous DDoS mitigation coverage	NOT INCLUDED Additional coverage available at time of event. Additional fees will apply.	✓
Content Distribution Network support		✓
Proxy server support		✓
Live User Detection service		✓

***THRESHOLDS:** Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Scope of Work

What we promise to deliver.



Scope of Work

KICK-OFF MEETING

Deliverable: Project timeline, training jump start, online forms, kick-off meeting

- Assign a project manager to your project
- Conduct a project kick-off meeting to review awarded contract
- Establish a communication plan for project duration
- Identify all key internal and external stakeholders
- Develop a project plan and timeline
- Provide project management and support

PHASE 1: WEBSITE OPTIMIZATION

Deliverable: Website optimization meeting

- Provide communication support and status to key stakeholders via email or phone as needed
- Review goals and expectations you submitted on the completed forms to ensure all needs are clearly understood
- Present best practices to enhance your new site

PHASE 2: DESIGN PRESENTATION

Deliverable: Website responsive prototype and color palette presentation

- Present a simple, responsive prototype that demonstrates the placement of your navigation and key functionality as well as a custom color palette that are based on previously determined goals
- Begin design development once approved



PHASE 3: PRODUCTION SITE DEVELOPMENT

Deliverable: Website design and production

- Present a fully functional website on production URL
- Migrate up to 225 pages for url www.opelika-al.gov, www.cooperlibrary.com, www.opelikaeconomicdevelopment.org, www.opelika-al.gov/Default.asp?ID=455&pg=Parks+and+Recreation
- Migrate Microsoft Word or .pdf documents of current, plus previous three years, of agendas and minutes
- Conduct a quality review of the website to ensure the statement of work is met, after approval

PHASE 4: WEBSITE REVIEW & TRAINING

THREE (3) DAYS WEB-BASED TRAINING FOR UP TO SIX (6) STAFF MEMBERS

Deliverable: Train System Administrator(s) on CivicEngage administration, permissions, setting up groups, users and module administration. Basic user training on pages, module entries and applying modules to pages.

- Provide training as agreed upon for staff members, based on internal daily task and workflow
- Train staff on CivicEngage, including updating content pages and modules
- Provide access to online training manuals and videos for additional assistance

PHASE 5: GO LIVE

Deliverable: Custom website launched to the public

- Address system issues identified
- Redirect the domain name to the newly developed website once you sign off on the completed project

Proposed Investment Estimate

What we promise to deliver.

We will want to talk with you in more detail about your goals, expectations and vision before we finalize your scope so we deliver what you need, when you need it.

Year 1 Investment Proposal



All quotes are priced per project and presented in US dollars.
Pricing is valid for 60 days from April 20, 2017.

As detailed in the proposal, Opelika's project development includes:

✓ Website Design, Development & Deployment

- CivicEngage Content Management System (including upgrades, hosting, maintenance and support)
- Migration of up to 225 pages for urls www.opelika-al.gov, www.cooperlibrary.com, www.opelikaeconomicdevelopment.org, www.opelika-al.gov/Default.asp?ID=455&pg=Parks+and+Recreation
- Included Hosting and Security Package

✓ Professional Consulting Services & Training

- Three (3) Days Web-Based Implementation Training for up to Six (6) Staff Members

✓ Projects Enhancements & Functionality

- Media On-demand (Live Streaming and 10 GB additional storage)
- MobileAdmin App (with Alert Center)
- Three (3) Department Header Packages
- Design Essentials

Total Investment – Year 1 \$34,201



Annual Investment

Year 2 and Beyond

✓ Annual Hosting/Maintenance Service (Beginning year 2)

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Annual Hosting
& Maintenance
(Beginning year 2)

\$5,200

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment\$14,867

3rd Year CPA Payment.....\$14,867

2nd Year CPA Payment.....\$14,867

4th Year Annual\$5,460
(annual + 5% technology fee)

100%
REDESIGN
GUARANTEE

Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative and up-to-date!



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Opelika, Alabama ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



Intellectual Property & Ownership

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of website
21. , act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

22. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents



Master Services Agreement for Opelika, AL

23. The following are to be attached to and made part of this Contract:

- a. Exhibit A - Statement(s) of Work.

24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:

- a. This Master Services Agreement;
- b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

25. This Agreement and any attached SOWs may be extended to any public entity in the State of Alabama to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

- 26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 27. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Attachment: MSA - AL, Opelika (144-17 : Civic Plus Inc and Master Services Agreement)



Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from June 5, 2017

Project Development and Deployment

- First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting)
- Server Storage not to exceed **25 GB**
- Services and Deliverables as described in Addendum 1
- Premium suite of modules, as described in Addendum 2
- 225 pages of content migration from <http://www.opelika-al.gov/>; <http://www.opelika-al.gov/Default.asp?ID=455&pg=Parks+and+Recreation>; <http://www.cooperlibrary.com/>; <http://www.opelikaeconomicdevelopment.org/> **\$34,201**
- Ongoing recurring 48-month redesign, as described in Addendum 3
- ADA compliant initial design (see section 7 below)
- 3 Years of Agendas & Minutes in PDF or DOC format migrated
- 3 Days Virtual Implementation Training for up to 6 Client Staff Members

Project Enhancements

- CivicMedia including 10 GB additional storage **Included**
- 3 Department Header Packages

Total Fees Year 1 \$34,201

Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) **\$5,200**
Billed 12 months from SOW signing; subject to annual 5% increase year 4 and beyond

Total Annual Services \$5,200

At the request of Client, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Annual Investment Payments	1 st Year	2 nd Year	3 rd Year
	\$14,867	\$14,867	\$14,867
Client may terminate contract at the end of 36 months or terminate pursuant to Section 2 of the Agreement			

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW #1 is hereby attached.
2. This SOW #1 shall remain in effect for an initial term of three years (36 months) ("the SOW #1 Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Invoicing shall begin upon the date of signing of this SOW #1 as detailed in CivicPlus Advantage Annual Investment Payments. Subsequent Annual Investment Payments shall be invoiced on the dates of signature of their respective calendar years.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 4 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.

Attachment: SOW - AL Opelika CPA (144-17 : Civic Plus Inc and Master Services Agreement)


Exhibit A.1 for Opelika, AL

7. Website design at Go-Live shall be ADA compliant in regard to WCAG 2.0AA, however, following Go-Live Client shall assume responsibility for the website content's legality or ADA compliance.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

Attachment: SOW - AL Opelika CPA (144-17 : Civic Plus Inc and Master Services Agreement)



Addendum 1 to Exhibit A.1 - Project Development Division of Work

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff	Client will: • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use	Client will provide: • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval	Client will: • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: • present a functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.	Client will: • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
Phase 4: Implementation Training (See Exhibit A.1 Statement of Work for details) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: • provide training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules	Client will: • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: • address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline	Client will: • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website



Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Attachment: SOW - AL Opelika CPA (144-17 : Civic Plus Inc and Master Services Agreement)



Addendum 3 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Attachment: SOW - AL Opelika CPA (144-17 : Civic Plus Inc and Master Services Agreement)

**Addendum 4 to Exhibit A.1 – Hosting, Support and Service Level Agreement****Hosting Details**

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - o The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - o The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

8 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee

CITY OF OPELIKA

Website Proposal

WHY DO WE NEED A NEW WEBSITE?

- image, image, image
- create a personality for Opelika
- stay competitive in econ dev and workforce
- increase productivity
- responsive: mobile optimization
- needs to be citizen centric
- updated technology and functionality
- create a better experience/first impression
- make it more interactive/action oriented
- to set city goals/messages for future
- utilize video on website
- to develop a digital strategy aligned with IT
- create 24 hour-a-day virtual office
- improve search/web analytics and rankings
- intergrate into social media

WHY DID WE CHOOSE CIVICPLUS?

- Been doing municipality sites for 20+ years
- Familiar with all Opelika 3rd Party Vendors
- Site 100% Responsive (Mobile)
- ADA Compliance Included
- New App Design/Functionality
- Video Capabilities
- Forms available
- No deletions from site (retention laws)
- Redesign - EVERY 48 months*
- All modules/features included in pricing
- Clear path to go live date
- Parks/Rec platform (Stephen/LL will review)
- Easy CMS - consitent and efficient
- 24-7-365 Support - Online chat
- IT approved

*included in price

RESOLUTION NO. 145-17

Agreement ALDOT, TAP Grant, Pedestrian Improvements on Geneva St.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT FOR A TRANSPORTATION
ALTERNATIVES PROJECT BETWEEN THE STATE OF ALABAMA AND THE CITY
OF OPELIKA, ALABAMA**

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the “State”), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “City”) desire to enter into an agreement relating to a Transportation Alternatives project with partial funding by the Federal Highway Administration for the development of Geneva Street Area Pedestrian Improvement; and

WHEREAS, a proposed Agreement for Construction for Project TAPAA-TA17(922) (the “Agreement”) has been prepared and submitted to the City Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

WHEREAS, the proposed Agreement has an approved budget of \$488,661.00 where the Federal share of this cost will be 80% or \$390,928.80 and the 20% City share will be \$97,732.20.

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

1. That the proposed Agreement to be entered into between the State and the City, 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 the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same and to affix the seal of the City thereto.

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

4. The City's share of the project, i.e. \$97,750.20 shall be paid from the Unassigned Fund Balance.

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

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

ADOPTED AND APPROVED this the _____ day of _____, 2017.

PRESIDENT PRO-TEM OF THE CITY
COUNCIL OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

CERTIFICATE

I, the undersigned qualified and acting Clerk of the City of Opelika, do hereby certify that the above and foregoing is a true and correct copy of a resolution passed and adopted by the City Council of the City of Opelika, Alabama, at a regular meeting of such Council held on the ____ day of _____, 2017, and such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the ____ day of _____, 2017.

CITY CLERK



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF OPERATIONS ENGINEER
TROY AREA
POST OFFICE BOX 647
TROY, ALABAMA 36081

Telephone: (334) 566-4830 FAX: (334) 566-8332



John R. Cooper
Transportation Director

June 28, 2017

The Honorable Gary Fuller
Mayor, City of Opelika
P. O. Box 390
Opelika, AL 36803-0390

Dear Mayor Fuller:

Re: Transportation Alternatives Project
Project No. TAPAA-TA17(922)
The City of Opelika
Pedestrian Improvements along Various Streets
Lee County

Enclosed is the Original Agreement between the State and the City of Opelika, Alabama, which provides for the above-referenced project in the City of Opelika.

After you have signed the supplemental agreement, please return the document to this office for further handling. The city seal should be attached to the signed agreement. A certified resolution affixed with the city seal, which authorizes you to sign the agreement, should also be included.

Please let us know if you have any questions concerning this agreement.

Sincerely,

Sharon G. Ellis, P.E.
Area Operations Engineer - Troy

MJG/cmt
Attachment
pc: File

Attachment: Exhibit A--Agreement TAPP TA17-922 (145-17 : Agreement ALDOT, TAP Grant, Pedestrian Improvements Geneva St.)



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

June 27, 2017

John R. Cooper
Transportation Director

Mr. Steve C. Graben, P. E.
Southeast Region Engineer
Alabama Department of Transportation
Highway 87 South
P.O. Box 647
Troy, Alabama 36081

Subject: Transportation Alternatives Program
Project No. TAPAA-TA17(922)
City of Opelika
Pedestrian Improvements along Various Streets
Lee County

Dear Mr. Graben:

Enclosed is the original agreement between the Alabama Department of Transportation and the City of Opelika which provides for the above referenced project.

Please review this agreement and, if you find it acceptable, present it to the City for approval. After execution by the mayor, please sign and return the agreement to this office for further handling. A certified resolution affixed with the City seal, which authorizes the mayor to sign the agreement, should be included. Also, the City seal should be affixed to the signed agreement.

If you have any questions concerning this agreement, please call Bob Kratzer at 334-353-6442.

Sincerely,

Bob Kratzer For RRS.

Randy R. Stroup
Acting Bureau Chief, Modal Programs

RRS:jp

Enclosure

c: File

Attachment: Exhibit A--Agreement TAPP TA17-922 (145-17 : Agreement ALDOT, TAP Grant, Pedestrian Improvements Geneva St.)

**AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROJECT
BETWEEN THE STATE OF ALABAMA AND
THE CITY OF OPELIKA**

Lee County

Pedestrian Improvements along Various Streets

Project No. TAPAA-TA17(922)

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the City of Opelika, Alabama, hereinafter referred to as CITY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Transportation Alternatives Program, and

WHEREAS, said legislation requires funds be available for Transportation Alternatives Program activities, and

WHEREAS, transportation alternatives activities are defined as...

1. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian lighting, downtown streetscape (combination of sidewalks, pedestrian lighting and landscaping), and other transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
4. Construction of turnouts, overlooks, and viewing areas.

5. Community improvement activities, including-
 - i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under Title 23.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
 - i. address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
 - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

WHEREAS, the CITY developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the CITY to participate in a transportation alternatives program, as reflected by such project application.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

PART TWO (2): PROJECT PROVISIONS

- A. Project Description:** The CITY will undertake a transportation alternatives project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure to carry out the project in accordance with the Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

- B. Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the CITY. The CITY shall have no more than two (2) years from the date of execution of this Agreement to have the project authorized for construction, or to begin right-of-way acquisition, or to commence other eligible activities in accordance with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the CITY in writing that the project is terminated.
- C. Project Funding:** It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation alternatives funds and 20 percent CITY funds, not to exceed a maximum sum of \$390,928.80 in federal funds. The estimated cost and participation by the various parties is as follows:

	<u>Total Estimated Cost</u>	<u>Estimated Federal Funds</u>	<u>Estimated City Funds</u>	<u>Estimated State Funds</u>
Construction (Including Professional Fees For Construction Engineering and Inspection)	\$488,661.00	\$390,928.80	\$97,732.20	\$0
Total	\$488,661.00	\$390,928.80	\$97,732.20	\$0

Plans for constructing improvements under this project will be developed by or for the CITY at no expense to the STATE or FHWA. Construction of improvements under this

Agreement will be by contract in keeping with applicable competitive bid laws.

Necessary engineering and inspection during construction will be performed by or for the CITY and will be paid for with project funds. Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the CITY with no liability of the STATE for any such cost.

- D. Project Budget:** The CITY will develop and submit to the STATE for approval a project budget, ROW certification, Railroad certification and Utility certification. The project budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.
- E. Ownership of Property:** All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with the provisions of 23 CFR Part 635 and 49 CFR Part 24 and state regulations at no expense to the STATE. This should be shown on the "City and Other Local Public Agency Certification for Physical Construction" form (ROW Certification). Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.

- F. Acquisition of Property:** Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.
- G. Relocation of Utilities:** The CITY will relocate any utilities in conflict with the project improvements without cost to the STATE or FHWA, in accordance with applicable federal and state laws, regulations, and procedures.
- H. Protection of Interest:** No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share, as provided in paragraph C, any revenues received by the CITY from the sale or lease of property, which is the site of the federally funded project.
- I. Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The CITY will not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY will not award the contract until it has received written approval from the STATE.

- J. Invoicing:** The CITY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the CITY in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto. Invoices for any work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- K. Maintenance:** Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for the project work and will maintain the project work for a reasonable life expectancy.
- L. Contracts under this Agreement:** The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- M. Records and Reports:**
1. Establishment and Maintenance of Accounting Records: The CITY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its

existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.

2. Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE.
3. Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
4. Reports: The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project.
5. Financial Statements: The CITY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
6. Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

N. Regulations: The CITY shall comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement.

- (1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not

prohibited by a federal, state or local law, must be applied for the maintenance and long term upkeep of the transportation alternatives project authorized by this Agreement.

- (2) The CITY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation alternatives project, that federal funds expended on this project must be refunded to the FHWA and the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds expended under this Agreement.

- O. **Point of Contact:** The applicable or appropriate region office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be the point of contact for the CITY.

PART THREE (3): MISCELLANEOUS PROVISIONS

- A. **CITY to Indemnify:** Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City, its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding,

compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

- B. **Federal Immigration Law:** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. **Audit and Inspection:** The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the CITY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts of the CITY pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

- D. **Audit Requirements:** The CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

- E. **Termination:** In the event the CITY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the CITY under this Agreement. Any such default or defaults not corrected by the CITY within thirty (30) days following receipt of written notice from the

STATE by certified or registered mail of such default or defaults, will be deemed a breach by the CITY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the CITY will not constitute a waiver of subsequent default or defaults by the CITY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail. Termination by the STATE, pursuant to the terms of this paragraph, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

- F. **Retention of Records:** The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- G. **Performance:** The CITY will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- H. **Equal Employment Opportunity:** The CITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CITY will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all CITY materials for the purpose of monitoring the CITY'S compliance with the provisions of this section.

- I. **Title VI – Civil Rights Act of 1964:** The CITY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle A, Part 21), and the assurance by the CITY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all CITY materials which will permit them to monitor the CITY for compliance with the provisions of this section.
- J. **Prohibited Interest:** No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- K. **Americans with Disabilities Act:** The CITY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- L. **Agency:** By entering into this Agreement, the CITY is not an agent of the State, its officers, employees, agents or assigns. The CITY is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.
- M. **Permission to Start Work:** The CITY will not proceed with the project work until the STATE gives written authorization for the CITY to proceed.
- N. **Other Applicable Regulations:** The CITY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water

Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- O. Subcontracts:** The CITY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.
- P. Exhibits M and N** are hereby attached to and made a part of this Agreement.
- Q. Agreement Change:** The terms of this Agreement may be modified by supplemental Agreement duly executed by the parties hereto.
- R. Drug Free Workplace Act of 1988:** The CITY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.
- S. 7/24th Law:** Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Opelika, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

This Agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Steve C. Graben, P. E., Southeast Region Engineer

Randy R. Stroup
Acting Bureau Chief, Modal Programs

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _____ day of _____, 20__.

Kay Ivey
Governor, State of Alabama

Attachment: Exhibit A--Agreement TAPP TA17-922 (145-17 : Agreement ALDOT, TAP Grant, Pedestrian Improvements Geneva St.)

CONTRACT EXHIBITS FOR LOCAL GOV.,
PUBLIC. UNIV. & COLLEGE
PLANNING AND MODAL 53-10 & 53-11
REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

CONTRACT EXHIBITS FOR LOCAL GOV.,
PUBLIC. UNIV. & COLLEGE
PLANNING AND MODAL 53-10 & 53-11
REV. 9/19/16

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.