



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
April 2, 2019
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:20pm and asked Mr. Shuman to call the roll.

2. Roll Call

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

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

3. Invocation

Pastor Barnes gave the invocation.

1. Pastor Hamlet Barnes with Mustard Seed Faith Ministries.

4. Pledge of Allegiance

Lauren White lead the Pledge of Allegiance. Kalyn was not present.

1. OHS Seniors Kalyn Yountz (Miss OHS) and Lauren White (Miss Homecoming).

5. Reading of Minutes

1. Minutes from the 3-19-19 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller thanked President pro-tem Jones and the Chamber of Commerce for conducting another successful Lee County Young Leaders program.

Mayor Fuller also passed out copies of a summary of the City's February 2019 financial statement.

1. Proclamation recognizing National Service Recognition Day.

Mayor Fuller presented a proclamation to several representatives recognizing National Service Recognition Day.

2. Proclamation recognizing Parental Alienation Week & Awareness Day.

Mayor Fuller presented a proclamation to a local representatives recognizing Parental Alienation Week & Awareness Day.

3. Employee Performance Awards.

Mayor Fuller presented an employee performance award to Carol Edwards and Heather Middleton-High of the H/R department.

4. Employee Service Awards.

Mayor Fuller presented employee service pins to city employees from various departments.

8. Citizen Communications

(Limit comments to five minutes or less)

Julius Dowdy stated in his opinion, the intersection of US431 & Bulldog Way near OHS is unsafe and poorly designed. The kids walking to and from school need a safer way to cross the street at that intersection. There also needs to be signs for a pedestrian crossing and sidewalks. Please check into this, thank you. President Smith advised Mr. Dowdy, the Mayor and City Engineer are working on it.

Nelson Marsh stated Historic Preservation in Opelika is important and thanked the Mayor and City Council for their support of preserving historic structures in Opelika. There are many court cases presented but, rarely heard. This is a very important issue and ask the Mayor and City Council to continue to protect historic structures in Opelika. Thank you.

Janet Fears stated she is a member of St. James Baptist Church and we have a problem in the streets and water flooding the Church basement. The way the roundabout and streets were designed, it is sloping down to the Church. There are no City drains on Auburn Street and asked the City for help. President Smith asked the City Administrator and City Engineer to look into this matter to see what could be done.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the Rehab Works Walk-Run on 5-18-19 / Tabled.

Mr. Canon made the motion to remove this item from the Table and was seconded by Ms. Pitts. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

2. Request by Main Street, Taste of the Town on 4/23.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Request from KOB, Garden in the Park on 5/4.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

4. Request by March of Dimes for annual March for Babies, May 11th.

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

5. Request by Resting Pulse Brewery, street closure for grand opening, April 26 & 27.

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

6. Public Hearing, Amend Zoning Ordinance Section 7.3 and Add Section 8.27 Body Art
President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 065-19 Christmas Decorations-P&R

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

2. Bids 066-19 Contract Award City Wide Roadway Improvement Project

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

3. Bids 067-19 Contract Award City-Wide Intersection ADA Improvements

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

13. Resolutions

1. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Awesome LLC - Tabled.

Mr. Smith T made the motion to remove this resolution from the Table and was seconded by Ms. Pitts. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe - Tabled.

Ms. Jones made the motion to remove this resolution from the Table and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. Resolution Vacate ROW, Portion of Sportsplex Parkway & Anderson Rd, Inwoo Paek - Tabled.

Mr. Smith T made the motion to remove this resolution from the Table and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Resolution 068-19 Expense reports from various departments.

RESULT: APPROVED [4 TO 0]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

5. Resolution 069-19 Designate City Personal Property Surplus & Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Resolution 070-19 Purchase-Christmas Decorations-Sole Source-P&R

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

7. Resolution 071-19 Purchase-Motorola Service Agreement-State Contract-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

8. Resolution 072-19 Purchase-Motorola NICE NIR8 Logging Recorder-State Contract-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

9. Resolution 073-19 Purchase-Faro 3D Forensic Laser Scanner-Sole Source-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

10. Resolution 074-19 Refund Request-Hubbard, Occupational License Fees.

- 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 075-19 Refund Request-Hataway, Occupational License Fees.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 076-19 Alabama Recycling Grant Agreement
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 077-19 Five (5) ADECA Grant Applications.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 078-19 Renew Lease Agreement with OHA - Senior Center
President Smith asked if there was any discussion. Ms. Pitts asked Mayor Fuller to consider building a new Senior Citizen Center because the senior citizens have out grown the current facility provided by the Opelika Housing Authority.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 079-19 Designating Automobile Allowances.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 080-19 Agreement with BOE for the 2019 Freedom Celebration Fireworks on July 3rd.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 081-19 Annual authorization, levy tax on property.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 082-19 Special appropriation to Boys & Girls Clubs, annual Mayor's Ball.

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

19. Resolution 083-19 City Wide Paving Project Corrected Resolution

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

20. Resolution 084-19 City Wide Striping Corrected Resolution

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

21. Resolution 085-19 Eliminating position of Economic Development Work Force Coordinator.

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

22. Resolution 086-19 Amending Organizational Chart of the Community Relations Department.

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

23. Resolution 087-19 Special appropriation to Envision Opelika, Unity Stampede Walk/Run

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

14. Ordinances

1. Ordinance 004-19-ORD Amend Zoning Ordinance Section 7.3 and Add Section 8.27
 Body Art - 1St Reading

This ordinance was introduced by Mr. Canon for a first reading. Then Ms. Pitts made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

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

15. Appointments

1. Reappoint Bill Brown to the Opelika Utility Board. The new term expires 5-04-25.

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

2. Reappoint John Denson to the Public Park & Recreation Board. The new term expires 5-04-25.

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

3. Reappoint David McCain to the LRCOG/MPO - Citizen Advisory Committee. The new term expires 4-07-21.

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 April 2, 2019 are hereby adopted and approved this the 16th day of April, 2019.

/s/ Eddie Smith

President of City Council
City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.
This council meeting ended at 8:28pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 3349)

Meeting: 04/02/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3349

Minutes from the 3-19-19 city council meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

March 19, 2019

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Dr. Rod Herring provided the invocation.

1. Dr. Rod Herring will provide the invocation.

4. Pledge of Allegiance

Dr. Rod Herring lead the Pledge of Allegiance.

1. Dr, Rod Herring lead the Pledge of Allegiance

5. Reading of Minutes

1. Minutes from the 3-05-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller advised everyone present that Pharmavite was investing an additonal \$8.9 million and Mando was investing an additonal \$9.6 million to expand their operations in Opelika and add many new high paying jobs.

1. February Monthly Building Report

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the February building permit report.

8. Citizen Communications

(Limit comments to five minutes or less)

Julie Garrett with the US Small Business Association explained the assistance that is available to the local residents effected by the Tornado on March 3, 2019.

Lacarris Jackson, 2011 Cobblestone Drive, asked for help with his Home Owners Association (HOA) in his subdivision. He said the town-home owners are being charged more than the regular home owners and the HOA is not providing all the services they are supposed too. Guy Gunter, City Attorney, explained the City has no jurisdiction and legal authority over the HOA

and their private contracts. Mr. Jackson thanked the Mayor and Council for their time and looking into this matter.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for annual Going Blue for Autism on 4-02-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

2. Request for the Pride on the Plains parade on 5-31-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Request ACS Relay for Life on 4-26-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

4. Request for the Rehab Works Walk-Run on 5-18-19.

RESULT: TABLED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

5. Public Hearing for Demolition - 808 Donald Avenue

President Smith open the public hearing for said demolition and asked if there was anyone present that would like to speak for or against said public hearing. Do one came forward to speak. President Smith closed the public hearing.

6. Public Hearing, Vacate Right-Of-Way - Portion of West Point Pkwy & Anderson Rd

President Smith open the public hearing for said vacating of property and asked if there was anyone present that would like to speak for or against said public hearing. Do one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, Vacate Right-Of-Way - Portion of Sportsplex Pkwy & West Point Pkwy - Awesome LLC

President Smith open the public hearing for said vacating of property and asked if there was anyone present that would like to speak for or against said public hearing. Do one came forward to speak. President Smith closed the public hearing.

8. Public Hearing, Vacate Right-Of-Way - Portion of Sportsplex Parkway & Anderson Rd, Inwoo Paek

President Smith open the public hearing for said vacating of property and asked if there was anyone present that would like to speak for or against said public hearing. Do one came forward to speak. President Smith closed the public hearing.

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

Attachment: CM 4-02-19, minutes from the 3-19-19 CM (3349 : Minutes from the 3-19-19 city council meeting.)

President Smith open the public hearing for said vacating of property and asked if there was anyone present that would like to speak for or against said public hearing. Do one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

1. Resolution 044-19 Expense reports from various departments.

RESULT: **APPROVED [4 TO 0]**

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSTAIN: Patricia Jones

2. Resolution 045-19 Purchase - Ford F450 - HGAC Contract - FD

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

3. Resolution 046-19 Purchase-VMware Licensing and Maintenance-New PD-IT

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

4. Resolution 047-19 Purchase-Backup Solution-New PD-IT

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

5. Resolution 048-19 Purchase-Server Hardware with Backup Support-New PD-IT

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Resolution 049-19 Refund Request-Christina Cox, Occupational License Fees.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

7. Resolution 050-19 Resolution for Demolition - 808 Donald Avenue

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

8. Resolution 051-19 Vacate Right-Of-Way - Portion of West Point Pkwy & Anderson Rd

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution Vacate Right-Of-Way, Portion of Sportsplex Parkway & West Point Pkwy, Awesome LLC
RESULT: TABLED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution Vacate Right-Of-Way, Portion of Sportsplex Parkway & Anderson Rd, Inwoo Paek
RESULT: TABLED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution Vacate Right-Of-Way, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe
RESULT: TABLED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 052-19 Tax abatement, Pharmavite LLC.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 053-19 Tax abatement, Mando America Corp.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 054-19 Tax abatement extension, Golden State Foods & Wells Fargo EF.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 055-19 Appropriation contract with the Lee Co. Water Festival.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 056-19 Special appropriation to the Arts Assoc. of East Alabama.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 057-19 Special appropriation to the American Cancer Society - Relay for Life.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 058-19 Roundabout Project Agreement with Lee Co
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 059-19 Design Services Agreement for Society Hill Roundabout
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 060-19 Design Services Agreement for 1St Ave Streetscape
- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 061-19 Accepting Pinehurst Drive as a Public Street.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 062-19 Agreement, pump station replacement with Delta Development Group, LLC.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 063-19 Inducement agreement, water supply and sewer services, with Opelika Utilities Board, City of Auburn & Auburn Waterworks Board.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 064-19 Agreement, settlement with Emanuel's Trailer Park, Vincent Lamar Kindred.

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

14. Ordinances

1. Ordinance 003-19-ORD Amend City Code, Chapter 4 Animal Control - OES - Tabled
 Guy Gunter, City Attorney, prepared a step by step protocol for the city council to adopt this ordinance. Said protocol detailed all the amendments made to the initial draft. Said protocol is hereby made a part of and will be attached to the minutes of this council meeting.

Mr. Smith T made the motion to remove this ordinance from the Table and was seconded by Mr. Canon. The following vote was recorded:

Aye Jones, Pitts, Smith T, Canon, Smith.

Nay None.

Then Mr. Smith T moved to adopt this ordinance on second reading. Mr. Canon seconded said motion.

Then Mr. Canon moved to amend this ordinance and read in detail, all the amendments included in the protocol, that were made since the initial draft of this ordinance. Then Mr. Smith T seconded said motion to amend. The following vote was recorded:

Aye Jones, Pitts, Smith T, Canon, Smith.

Nay None.

Then Ms. Jones made the motion to adopt said ordinance as amended and Ms. Pitts seconded said motion. The following vote as recorded:

Aye Jones, Pitts, Smith T, Canon, Smith

Nay None.

President Smith declared this ordinance was adopted as amended.

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

15. Appointments

1. Reappoint Chuck Beams to the Opelika School Board. New term ends 4-01-24.

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

2. Reappoint Farrell Seymore to the Mental Health Center Board. New term ends 4-01-25.

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

16. Adjourn

The City Council meeting minutes of March 19, 2019 are hereby adopted and approved this the _____ day of _____, 2019.

/s/

 President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 8:01pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

GENERAL BUSINESS (ID # 3309)

Meeting: 04/02/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3309

Request for the Rehab Works Walk-Run on 5-18-19 / Tabled.

HISTORY:

03/19/19 City Council TABLED

COMMENTS - Current Meeting:

Mr. Canon made the motion to remove this item from the Table and was seconded by Ms. Pitts. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

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

Shuman, Robert

From: Elizabeth Kisor <Beth.Kisor@eamc.org>
Sent: Tuesday, March 5, 2019 3:16 PM
To: Shuman, Robert
Cc: Argelia Lincoln-Velez; Mary Johnson
Subject: FW: City of Opelika / Rehab Works Walk/Run on Sat. 5/18
Attachments: 2017 RehabWorks 1-Mile.pdf; 2017 RehabWorks 5K.pdf

From: Elizabeth Kisor
Sent: Tuesday, March 05, 2019 3:08 PM
To: Marcus Atkins <marcus.atkins@eamc.org>
Subject: RE: City of Opelika / Rehab Works Walk/Run on Sat. 5/18

Request for Permission to host RehabWorks 5K and 1 mile fun run:

Name: Rehabworks 5K and 1 mile fun run

Sponsor: RehabWorks

Date: May 18, 2019

Start and end time: pre race registration 7:30, 1 mile 8:00 am, 5K 8:30 am, cut off time 9:30 am

Estimated number of participants 75

Route Map:



2017 RehabWorks Finish Line Layout



Picture states 2017 , but it is the same set up for our 2019 race.

Race will start and end at RehabWorks _ 2450 Village Professional Drive .

See attached PDF files for courses. We will provide 2 people at each turn (10 volunteer stations) for the 5K course who will be wearing safety vests and have stop signs . We appreciate police/safety officers along Dunlop Drive but do not feel streets need to be barricaded.

Bob, thank you for consideration. I look forward to hearing from you.

Beth Kisor, PT
RehabWorks Opelika

From: Shuman, Robert <RShuman@opelika-al.gov>
Sent: Monday, March 04, 2019 3:39 PM
To: Elizabeth Kisor <Beth.Kisor@eamc.org>
Subject: City of Opelika / Rehab Works Walk/Run on Sat. 5/18

Ms. Kisor - good afternoon, sorry I missed your call. Please email to me your formal request for said event, providing the following:

1. Name of event.
2. Name of sponsor organization.
3. Date of event.
4. Start and end time.
5. Estimated number of participants.
6. Route map (or detail in email) and also provide where street barricades will be needed.

Once I get your formal email request for this event, I will forward to Mayor Fuller and his safety staff to make sure they can support your request. Once I get their OK, I can then schedule on a city council meeting for consideration and approval by the city council. The city council only meets twice a month, on the 1st and 3rd Tuesday of each month. Should there be concerns with your request and/or when approved by the city council, I will let you know by email.

R. G. 'Bob' Shuman, CMC
City Clerk – Treasurer
City of Opelika, Alabama
334-705-5110

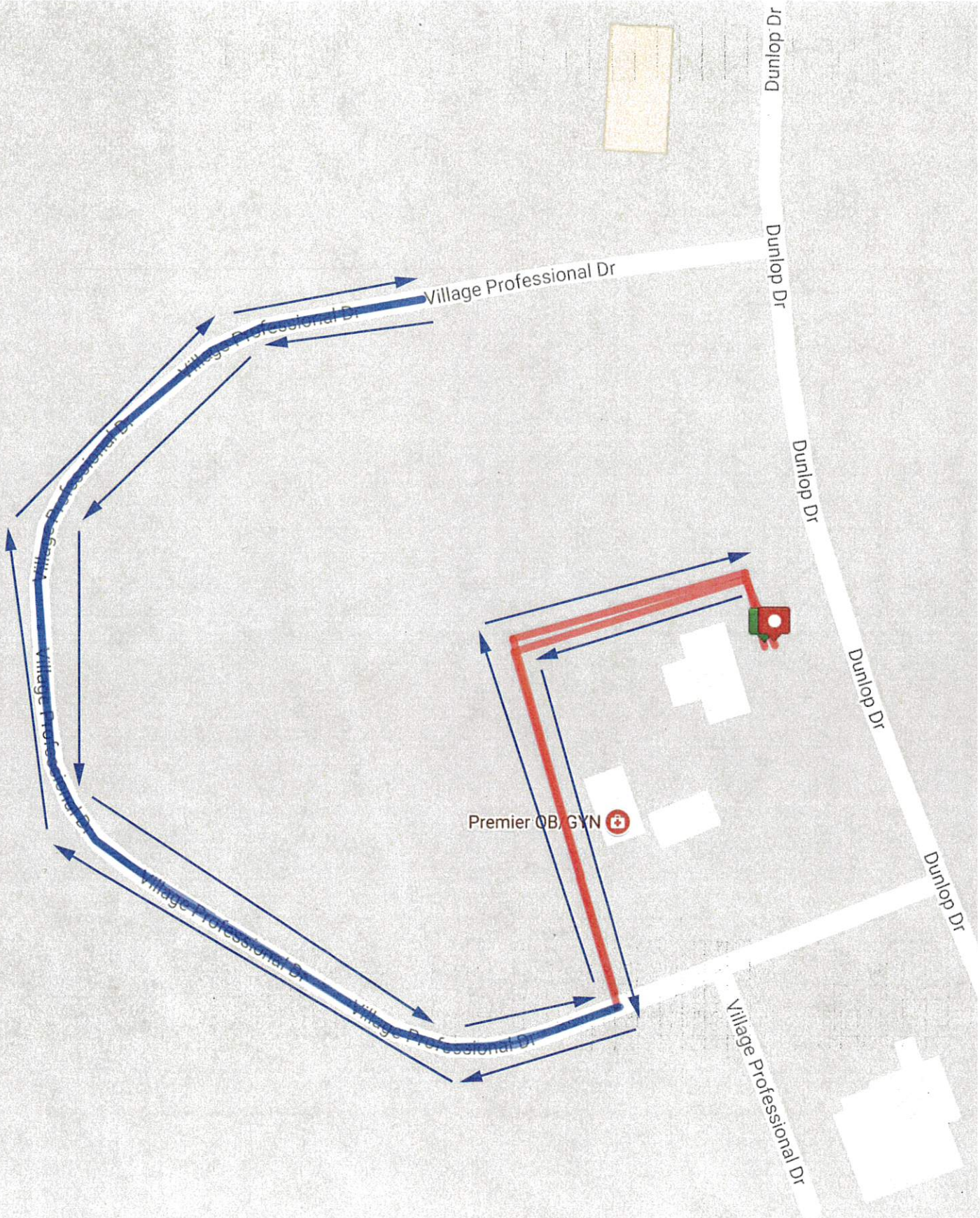


2017 RehabWorks 1-Mile

Distance: 1.01 mi

Elevation Gain: 40 ft

Elevation Max: 843 ft

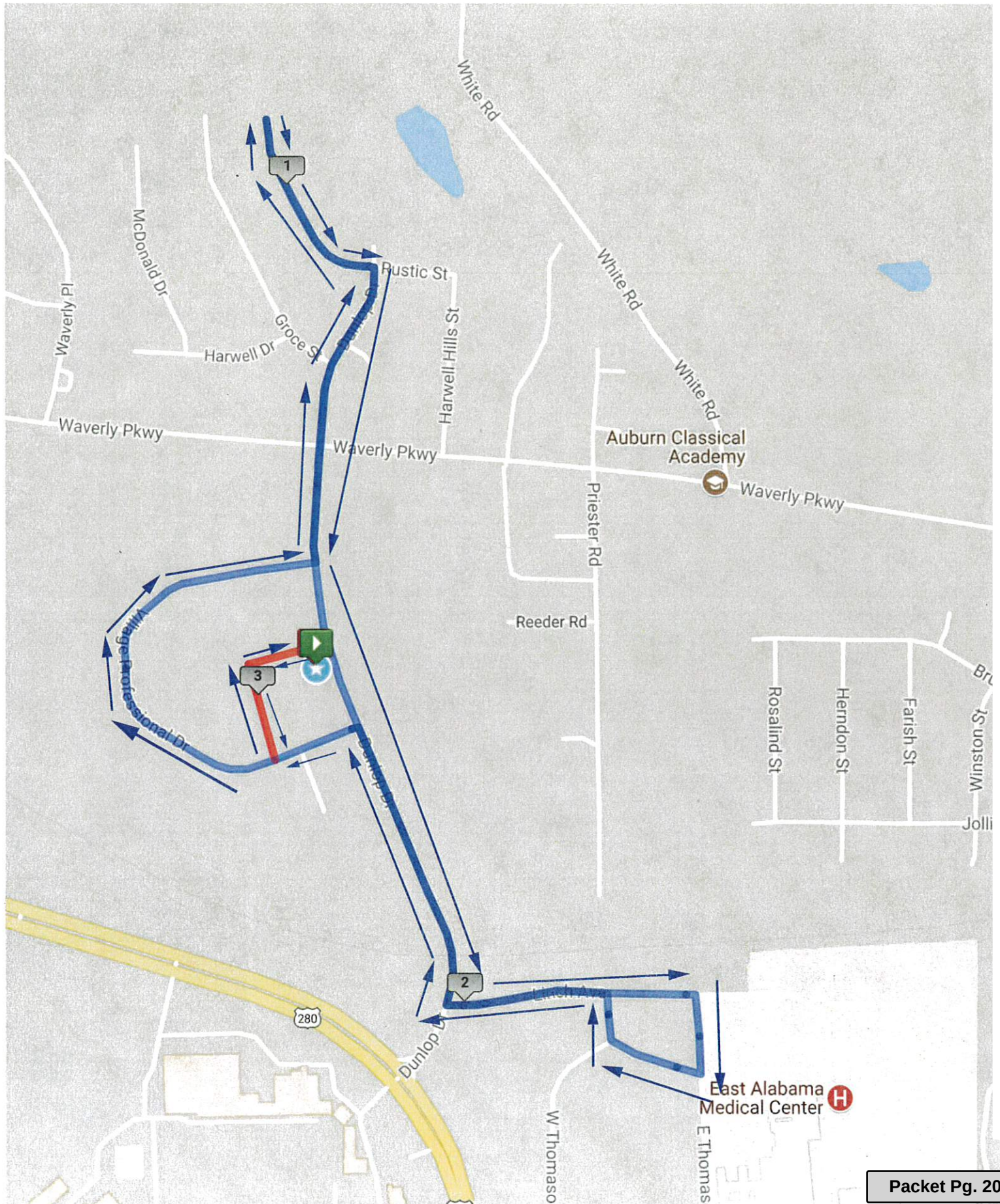


2017 RehabWorks 5K

Distance: 3.08 mi

Elevation Gain: 132 ft

Elevation Max: 843 ft



Attachment: CM 3-19-19, Request for RehabWorks Walk-Run on 5-18-19 (3309 : Request for the Rehab Works Walk-Run on 5-18-19. / Tabled)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 3346)**

Meeting: 04/02/19 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3346

Request by Main Street, Taste of the Town on 4/23.

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



March 14, 2019

R. G. 'Bob' Shuman, CMC
City Clerk
City of Opelika, Alabama

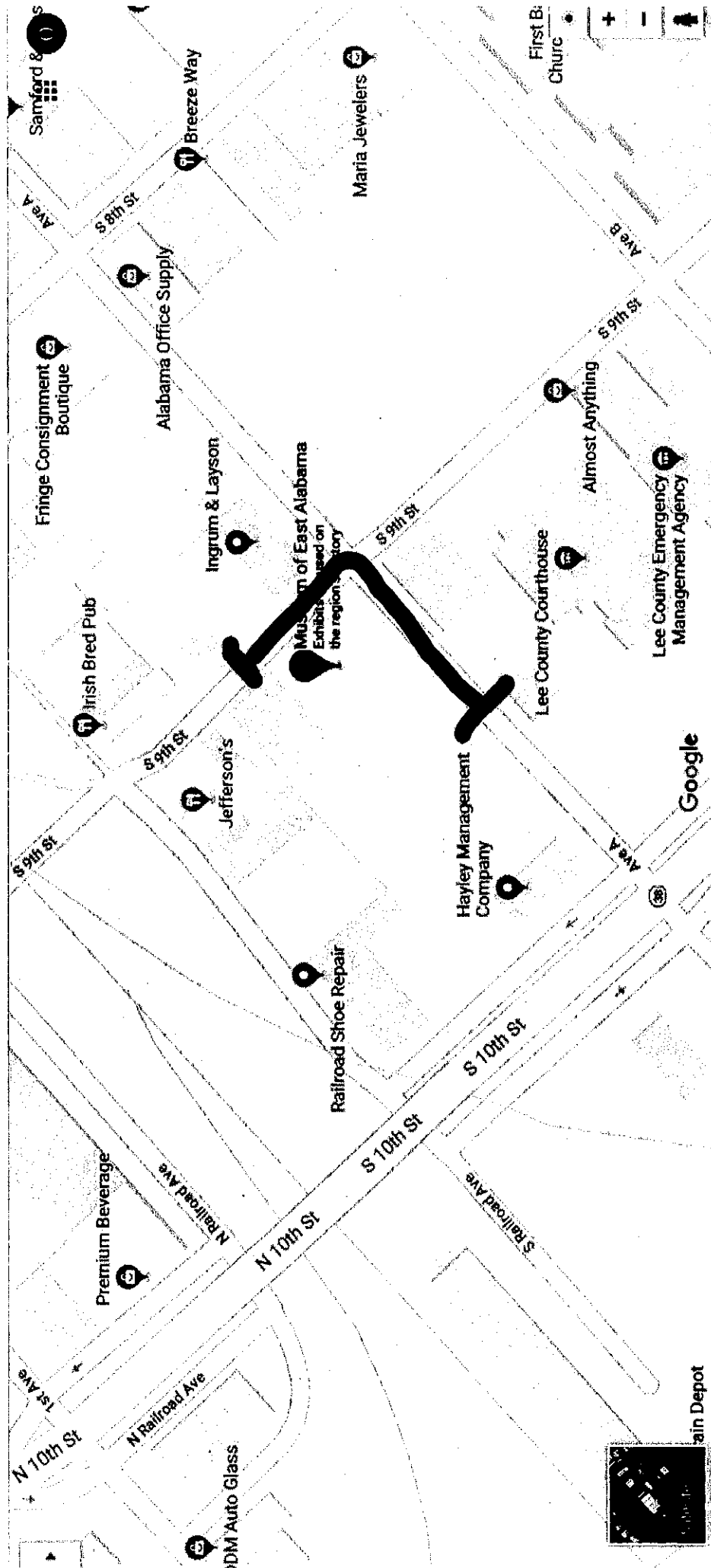
Dear Bob,

Opelika Main Street would like to request a street closure on behalf of The Museum of East Alabama. This is for their 7th annual Taste of The Town event, on Tuesday, April 23, 2019 from 3:00-8:00 pm. They would like to block a portion of 9th Street, from Sweet Malissa's to Avenue A intersection. They would also like to block a portion of Avenue A, starting at their side overhead door and ending at the intersection of Avenue A and 9th Street. This would allow drivers exiting the 10th Street Bridge access to S. 10th Street and South Railroad Avenue.

Thank you so much for your consideration

Dana

Dana Gafford
Interim Director
Opelika Main Street



**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 3345)**

Meeting: 04/02/19 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3345

Request from KOB, Garden in the Park on 5/4.

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

Shuman, Robert

From: T Miller <tipi@keepopelikabeautiful.com>
Sent: Thursday, March 21, 2019 3:37 PM
To: Shuman, Robert
Subject: Park Road

Bob,

I would like to request Park Road be a one-way street for Garden in the Park. The one-way would be effective Saturday, May 4th from 7am-3pm. I would like to propose the street be a one-way from Denson Drive towards the entrance to Miles Thomas Field (across from the Salem-Shotwell Covered Bridge). This will allow Miles Thomas Field to be used as a parking lot for the event.

Thank you,
Tipi Miller

--

Tipi Miller
Director
Keep Opelika Beautiful
Save the Date!
Garden in the Park- May 4

Attachment: CM 4-02-19, request from KOB, Garden in the Park on 5-04-19 (3345 : Request from KOB, Garden in the Park on 5/4.)



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 04/02/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3353)

DOC ID: 3353

Request by March of Dimes for annual March for Babies, May 11th.

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



GREATER ALABAMA
T (334) 513-7381
M (334) 750-8368
MARCHOFDIMES.ORG

March 12, 2019

Mayor Gary Fuller
Opelika City Council Members
PO Box 390
Opelika, AL 36803-0390

Dear Mayor Fuller and Opelika City Council Members:

March of Dimes fights for the health of all moms and babies. We're advocating for policies to protect them. We're working to radically improve the healthcare they receive. We're pioneering research to find solutions. We're empowering families with the knowledge and tools to have healthier pregnancies. By uniting communities, we're building a brighter future for us all.

At March for Babies, our signature event, we HOPE for a day when all moms and babies are healthy; we REMEMBER those babies we lost and honor them with special tributes throughout the day; and we CELEBRATE our families, including NICU graduates, with fun events and activities.

For the past 13 years, more than 400 volunteers have participated annually in March for Babies Day at Opelika Municipal Park. The park is a perfect setting to recognize the accomplishments and efforts of our walk teams, business sponsors, family teams and volunteers who have joined the fight for the health of all moms and babies.

Mr. Sam Bailey has confirmed the approval of Opelika Parks and Recreation Board of Directors. On behalf of the March of Dimes and our dedicated volunteers, we would like to request your approval and permission to hold our annual March for Babies celebration and walk at Opelika Municipal Park on Saturday, May 11, 2019, via the following route:

Walking from the Municipal Park - turn left onto Park Road, turn left onto Rocky Brook Road; turn left onto India Road; turn left onto Gwen Mill Drive; turn right on McClure Avenue and continue around Collinwood Circle, back to McClure Avenue; turn right onto McClure Avenue; turn right on to Denson Drive and back to Municipal Park.

This walk route has been slightly modified, at the suggestion of Captain Shane Healey, to assure a safe route for the walkers, and one that will easily flow through the neighborhoods without disruption. Captain Healey has assured us that Opelika Police Dept. officers will be made aware of the walk and will coordinate any necessary patrols during the event. We will also have a designated volunteer car leading the walkers around the route to help ensure their safety. March of Dimes volunteers will put up walk route directional signs the morning of the event and will remove all signs as soon as the event is over. We will also work with Matthew Battles to ensure all guidelines for the park are followed.

The March of Dimes is a 501 (c)(3) nonprofit organization. Federal Tax ID 13-1846366.

No goods or services, in whole or in part, were provided in exchange for the contribution. This donation is tax deductible to the fullest extent allowed by law.



GREATER ALABAMA
T (334) 513-7381
M (334) 750-8368
MARCHOFDIMES.ORG

We would also request an officer from Opelika Police Department be present at our registration table from 8:000 a.m. to 9:30 a.m. as money is being turned in by participating teams. This will ensure the safety of the volunteers collecting the money until it can be counted and secured. Chief McEachern has approved this request.

Registration for the walk will begin at 8:00 a.m. The opening ceremonies will begin at 9:00 a.m., with the walk commencing soon thereafter. All activities for the event are scheduled to be completed by noon.

Mayor Fuller and Opelika City Council members, we sincerely appreciate your consideration of this request, and welcome each of you to join us May 11th as we march to give every baby the healthy start they deserve.

Respectfully,

Linda Gross
Development Manager
March of Dimes East AL Market

Tory Landry
2019 March for Babies Chair
GE Aviation Auburn, Sr. Human Resources Manager

The March of Dimes is a 501 (c)(3) nonprofit organization. Federal Tax ID 13-1846366.
No goods or services, in whole or in part, were provided in exchange for the contribution. This donation is tax deductible to the fullest extent allowed by law.



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 04/02/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3354)

DOC ID: 3354

Request by Resting Pulse Brewery, street closure for grand opening, April 26 & 27.

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

Shuman, Robert

From: Terri Plundo <terri@restingpulsebrewing.com>
Sent: Tuesday, March 26, 2019 8:41 AM
To: Shuman, Robert
Subject: Re: Street closure / grand opening Resting Pulse Brewery

Good Morning,

We want to thank you for meeting with us today to discuss our ability to close off the street for our grand opening at Resting Pulse Brewing Company located at 714 1st Avenue with a projected date of April 26 and 27th.

As we discussed other businesses near our establishment had several hundred people during their opening weekend. Because of our concern for the public's safety we thought it would be helpful if there was a way to close off the street during the prime time of our opening, from 4 PM to Midnight Friday and Saturday. We would request that the closure be for 1st Avenue between 8th and 7th streets.

In your discussion with us, you mentioned that if this request was approved we would need to provide volunteers to make certain the road blocks stay in place. Unfortunately if this is a requirement we may not be able to do this since we would need all of our employees within our establishment.

Please let us know if you have any further questions. I have provided you with my cell phone number is 515-991-5424 should you need it.

Thank you for your time and consideration.

Terri Plundo Owner

Attachment: CM 4-02-19, Request street closure, grand opening Resting Pulse Brewery, 4-26 & 4-27 (3354 : Request by Resting Pulse Brewery,



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3300)

Meeting: 04/02/19 07:00 PM

Department: Planning

Category: Amend Zoning Ordinance

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 3300

Public Hearing, Amend Zoning Ordinance Section 7.3 and Add Section 8.27 Body Art

CITY OF OPELIKA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 2, 2019, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF OPELIKA

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

Section 1. Amendment to Sec. 7.3. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respect:

That Section 7.3, “USES”, as amended, is further amended so that the use category of Body Art (Tattoo & Piercing) as shown in the matrix table shall be revised by changing the use in the C-2 zoning district from Not Allowed (N) to Conditional Use (C):

Uses:

Districts:

Body Art (Tattoo & Piercing)

R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1	M-2	I-1	GC
N	N	N	N	N	N	N	N	N	C	C	A	N	N	N

Section 2. Amendment adding Sec. 8.27. That Section VIII of Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended to add a new subsection to be numbered 8.27 to read as follows:

Section 8.27 Body Art (Tattoo and Body Piercing)

A. Purpose and Intent

The purpose and intent of this section is to regulate body art business/uses, which may have secondary effects on the neighboring areas and the community as a whole. The State of Alabama through the Public Health Department provides regulations regarding the sanitary requirements, licensing and operation of body art businesses and operators. Nothing in this section is intended to authorize or permit any establishment in violation of any city, county, state or federal ordinance, code or statute. The City has determined that this section is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Body Art Regulations

1. No body art business shall be established within 500 feet of any property zoned primarily for residential use. This includes the following zones: R-1, R-1A, R-2, R-3, R-4, R-4M, R-5, R-5M, PRD, PUD, VR-1 or VR-2. (Distance is measured in a straight line from the nearest property line of the body art business to the nearest property in a residential zone. This same measurement method shall be used below.)
2. No body art business shall be established within a radius of 500 feet from any other existing body art business.
3. No body art business shall be established within a radius of 1,000 feet from any other existing body art business.
4. No body art business shall be operated in any manner that permits the display, advertisement, or observation of any material depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” from any public way (street, sidewalk, etc.) or from any location outside the building or area of such establishment. This provision shall apply to any decoration, sign, show window or opening into the business.

5. The body art business shall operate within a permanent facility. No body art establishment may operate within a temporary or mobile facility. No body art establishment shall be operated as a home occupation.
6. No body art business shall be operating for business or open during the hours from 11:00 p.m. to 7:00 a.m. The hours may be expanded during the conditional use approval if the additional hours are in line with surrounding business operational hours or will not impact surrounding uses. Likewise, the hours may be reduced during conditional use approval if operational hours of the body art business vary significantly from those adjacent uses.
7. In no circumstances shall alcohol be sold, consumed or purchased in any body art establishment.
8. All body art operators and body art establishments shall be in compliance with all local, state and federal requirements at all times.

Section 3. Repeal of Conflicting Ordinances. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5132 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ____ day of _____, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the March ____, 2019 issue of your paper.

CITY CLERK

The text amendments to Section 7.3 concern allowing a body art business in a C-2 zoning district (office-retail) if conditional use approval is granted by the Planning Commission. The text amendments also include adding a new section, Section 8.27 Body Art (Tattoo & Piercing). Section 8.27 establishes reasonable regulations on a body art business that includes effects on neighboring areas, sanitary requirements, and the licensing & operation of a body art business and operators. The Planning Commission report is attached. At the February 26th meeting the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to approve text amendments and add Section 8.27. At the March 5th CC WS, the City Council reviewed the text amendments and approved advertising for a CC PH.

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

City of Opelika Planning Commission Report

Action Requested: Text Amendment –
Amend Section 7.3 Specific District Regulations for Conditional Use in C-2.
Add Section 8.27 Body Art (Tattoo & Piercing)

Amendments:

Amend Section 7.3 Specific District Regulations for Body Art (Tattoo & Piercing) with conditional use in C-2

Add Section 8.27 Body Art (Tattoo & Piercing) – providing specific regulations for the Body Art use.

Body Art (Tattoo & Body Piercing). The practice of physical penetration of the skin for placing of designs, letters, figures, symbols or other marks upon the skin of any person, using ink or other substances that result in the permanent of coloration of the skin by the use of needles or other instruments¹.

1. Modified November 7, 2007

USES	DISTRICTS															
	R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
COMMERCIAL																
Body Art (Tattoo & Piercing)	N	N	N	N	N	N	N	N	N	NC	C	A	N	N	N	N

Staff Comments – Over the past two years, staff has received multiple requests for new tattoo shops in the City of Opelika. In most instances, the locations that were requested were not allowed by the Zoning Ordinance. Staff directed applicants to locations that would be allowed including the C-3 or M-1 zoning districts. Recent, a tattoo shop opened at 100 N. 7th Street. We spoke to the proprietors and informed them that the use was not allowed at this location. They requested the ordinance be modified to allow the use at this location. This would require that the use be at least conditionally allowed in the entire C-2 zoning district.

Body art shops are somewhat different today than in the past. In times past, these locations would be considered undesirable. This included both the physical locations and the clientele that would use them. Today, the industry is much more regulated and tattoos and other body art are much more common, especially among younger adults. These uses often co-locate with artist shops or hair salons. From a use perspective they are very similar to a hair or nail salon. They tend use the same amount of parking and function in the same manner. Two differences are that body art shops still tend to stay open later and their clients are often there for longer appointments.

Staff believes that allowing these uses conditionally will allow Planning Commission some flexibility to permit these uses in additional areas of the City. The Planning Commission may also deny them if they feel the use is unconducive to the surrounding properties or neighborhood. Any

conditions must address specific issues including location, signage, time/hours of operation or other issues that will mitigate potential nuisances.

After this recommendation went to the Opelika City Council for review. The Council requested the Planning Commission and staff create additional use standards that would further regulate the body art use and ensure that it will operate in a hygienic and safe manner without creating nuisances while integrating within the surrounding area.

Planning staff has researched various models and ordinances to find standards that would help guide the location and operation of this use. The most common standards include locational requirements from single family residential uses and schools or parks. A common standard is also the requirement that body art locations be spaced apart from other body art uses to prevent clustering. The following are proposed regulations for the City of Opelika Zoning Ordinance.

Section 8.27 Body Art (Tattoo & Body Piercing)

A. Purpose and Intent

The purpose of this chapter is to regulate body art business/uses, which may have secondary effects on the neighboring areas and the community as a whole. The State of Alabama through the Public Health Department provides regulations regarding the sanitary requirements, licensing and operation of body art businesses and operators. Nothing in this chapter is intended to authorize or permit any establishment in violation of any city, county, state or federal ordinance, code or statute. The City has determined this ordinance is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Body Art Regulations

1. No body art business shall be established within 500 feet of any property zoned primarily for residential use. This includes the following zones: R-1, R-1A, R-2, R-3, R-4, R-4M, R-5, R-5M, PRD, PUD, VR-1, or VR-2. (Distance is measured in a straight line from the nearest property line of the body art business to the nearest property in a residential zone. This same measurement method shall be used below.)
2. No body art business shall be established with 500 feet of any school or park.
3. No body art business shall be established within a radius of 1,000 feet from any other existing body art business.
4. No body art business shall be operated in any manner that permits the display, advertisement, or observation of any material depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" from any public way (street, sidewalk, etc.) or from any location outside the building or area of such establishment. This provision shall apply to any decoration, sign, show window, or opening into the business.
5. The body art business shall operate within a permanent facility. No body art establishment may operate within a temporary or mobile facility. No body art establishment shall be operated as a home occupation.
6. No body art business shall be operating for business or open during the hours from 11:00 pm to 7:00 am. The hours may be expanded during the conditional use

approval if the additional hours are in line with surrounding business operational hours or will not impact surrounding uses. Likewise, the hours may be reduced during conditional use approval if operational hours of the body art business vary significantly from those adjacent uses.

7. In no circumstance shall alcohol be sold, consumed or purchased in any body art establishment.
8. All body art operators and body art establishments shall be in compliance with all local, state and federal requirements at all times.

Recommendation: Approve text amendments.

At the February 26th meeting, the Planning Commission voted 7 to 0 (and one abstain) to send a positive recommendation to the City Council to Amend Section 7.3 Specific District Regulations for Conditional Use in C-2 and Add Section 8.27 Body Art (Tattoo & Piercing). This is a request to advertise for a City Council public hearing



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 065-19

Meeting: 04/02/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3360

Christmas Decorations-P&R

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for Christmas Decorations for the Parks and Recreation Department; and

WHEREAS, Holiday Lights and Magic, Inc. and submitted the lowest bid for item one but did not meet specifications. All American Christmas Co. submitted the lowest bid for item three but did not meet specifications; and

WHEREAS, Mosca Design, Inc. and All American Christmas Co. were the next lowest bidders meeting specifications for items one and three; and

WHEREAS, funds are budgeted for this purchase;

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

1. That the purchase be awarded to All American Christmas Co. and Mosca Design, Inc. on their bids meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue purchase orders to All American Christmas Co. in the amount of \$17,295.00 (item 1 plus \$575.00 for shipping) and Mosca Design, Inc. in the amount of \$27,668.00 (items two and three).
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #19016 – We are asking the Council to approve a purchase for Christmas Decorations

FACTS:

- Bid opening date – 3/18/19
- User Department – Parks and Recreation
- The bid was mailed to 10 vendors
- 6 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to All American Christmas Co. in the amount of \$17,295.00 and Mosca Design, Inc. in the amount of \$27,668.00 on their bids meeting expectations.**

[illegible]

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 066-19

Meeting: 04/02/19 07:00 PM
Department: Engineering
Category: Bid
Prepared By: Scott H Parker
Initiator: Scott H Parker
Sponsors:
DOC ID: 3362

Contract Award City Wide Roadway Improvement Project

RESOLUTION NO. _____

A RESOLUTION AWARDING CONTRACT TO ROBINSON PAVING COMPANY, INC., FOR CITY-WIDE ROADWAY IMPROVEMENTS PROJECT

WHEREAS, the City of Opelika, Alabama (the “City”) heretofore advertised bids for the 2019 City-Wide Roadway Improvements Project (Bid No. 19007) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on February 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, a bid was received from only one (1) vendor, i.e. Robinson Paving Company, Inc.; and

WHEREAS, City staff determined that it was in the best interest of the City to reject the bid of Robinson Paving Company, Inc., and to re-advertise the Project at a future date; and

WHEREAS, the City re-advertised bids for the City-Wide Roadway Improvements Project (Bid No. 19013) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on March 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, no bids were received at the time stated; and

WHEREAS, §39-2-6(b), *Code of Alabama*, 1975, provides, in part, that if no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may negotiate the work through receipt of informal bids not subject to the requirements of the Alabama Public Works Bid Law; and

WHEREAS, the City Engineer successfully negotiated the contract with Robinson

Paving Company, Inc.; and

WHEREAS, pursuant to the bid specifications, compensation payable to the contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the schedule of unit prices submitted by Robinson Paving Company, Inc., is attached hereto as Exhibit “A”; and

WHEREAS, unit price quotations include all mobilization, labor, materials, tools and equipment and also include all overhead and profit; and

WHEREAS, in the bid documents, the City reserves the right to increase and decrease estimated quantities of work without a change in unit prices; and

WHEREAS, the City Engineer has recommended that the contract for the 2019 City-Wide Roadway Improvements Project be awarded to Robinson Paving Company, Inc., based on the unit prices quoted by said contractor; and

WHEREAS, funds for the Project are not budgeted.

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

1. That the proposal of Robinson Paving Company, Inc., for the 2019 City-Wide Roadway Improvements Project (Bid No. 19013) based on the unit price quotations submitted by the Contractor, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby accepted and approved.

2. That the Mayor is hereby authorized and directed to execute and deliver the contract for the 2019 City-Wide Roadway Improvements Project (the “Contract”) in the name and on behalf of the City and such other ancillary documents as may be necessary or appropriate

in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.

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

4. That the compensation be paid to Robinson Paving Company, Inc., under the Contract, estimated to be approximately \$200,000, is not budgeted and shall be paid from the Unassigned Fund Balance. The Controller is hereby authorized to make the appropriate budget adjustments necessary to carry out the transactions contemplated by this Resolution.

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

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

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

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

ATTEST:

CITY CLERK

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

SCHEDULE OF VALUES--City-Wide Roadway Improvements Project

PAY ITEM	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	UNIT COST
201A-002	Clearing and Grubbing (approximately 5 Acres)	ACRE	2	\$ 5,000.00
206C-000	REMOVING CONCRETE SIDEWALK (See below units of measurement)	SQ YD	200	
	REMOVE CONCRETE SIDEWALK, 0 - 50 SQUARE YARDS	SQ YD		\$ 55.00
	REMOVE CONCRETE SIDEWALK, 50 - 100 SQUARE YARDS	SQ YD		\$ 50.00
	REMOVE CONCRETE SIDEWALK, 100 - 150 SQUARE YARDS	SQ YD		\$ 45.00
	REMOVE CONCRETE SIDEWALK, GREATER THAT 150 SQUARE YARDS	SQ YD		\$ 40.00
206C-010	REMOVE CONCRETE DRIVEWAY (See below units of measurement)	SQ YD	200	
	REMOVE CONCRETE DRIVEWAY, 0 - 50 SQUARE YARDS	SQ YD		\$ 70.00
	REMOVE CONCRETE DRIVEWAY, 50 - 100 SQUARE YARDS	SQ YD		\$ 65.00
	REMOVE CONCRETE DRIVEWAY, 100 - 150 SQUARE YARDS	SQ YD		\$ 60.00
	REMOVE CONCRETE DRIVEWAY, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 55.00
206C-020	REMOVING ASPHALT PAVEMENT	SQ YD	500	\$ 55.00
206D-002	REMOVE CURB, (See below units of measurement)	LIN FT	1000	
	REMOVE CURB, 0 - 50 LINEAR FEET	LIN FT		\$ 30.00
	REMOVE CURB, 50 - 100 LINEAR FEET	LIN FT		\$ 25.00
	REMOVE CURB, 100 - 150 LINEAR FEET	LIN FT		\$ 20.00
	REMOVE CURB, GREATER THAN 150 LINEAR FEET	LIN FT		\$ 20.00
206D-011	REMOVE FENCE	LIN FT	50	\$ 20.00
210A-000	UNCLASSIFIED EXCAVATION	CU YD	500	\$ 100.00
210D-010	BORROW EXCAVATION	CU YD	200	\$ 100.00
214A-000	STRUCUTRE EXCAVATION	CU YD	200	\$ 40.00
214B-000	FOUNDATION BACKFILL, LOCAL	CU YD	200	\$ 65.00
214B-001	FOUNDATION BACKFILL, COMMERCIAL	CU YD	200	\$ 65.00
230A-000	ROADBED PROCESSING	RDBD STA	5	\$ 2,500.00
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	SQ YD	500	\$ 20.00
529A-000	RETAINING WALL	SQ FT	100	\$ 100.00
533A-097	*15" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 150.00
533A-098	*18" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 155.00
533A-099	*24" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 160.00
533A-101	*36" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 165.00
533A-102	*42" STORM SEWER PIPE, CLASS3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 185.00
533A-103	*48" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 200.00
606A-000	* 6' UNDERDRAIN PIPE	LIN FT	50	\$ 30.00
610C-001	* LOOSE RIP RAP, CLASS 2	TON	50	\$ 100.00
610D-003	* FILTER BLANKET, GEOTEXTILE	SQ YD	50	\$ 5.00
618A-000	CONCRETE SIDEWALK, 4" THICK, (See below units of measurement)	SQ YD	1000	
	CONCRETE SIDEWALK, 4" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 65.00
	CONCRETE SIDEWALK, 4" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 60.00
	CONCRETE SIDEWALK, 4" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 55.00
	CONCRETE SIDEWALK, 4" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 50.00
618B-002	CONCRETE DRIVEWAY, 6" THICK, (See below units of measurement)	SQ YD	200	
	CONCRETE DRIVEWAY, 6" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 80.00
	CONCRETE DRIVEWAY, 6" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 75.00
	CONCRETE DRIVEWAY, 6" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 70.00
	CONCRETE DRIVEWAY, 6" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 70.00
453C-000	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK)(See below units of measurement)	SQ YD	200	
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 0 - 50 SQUARE YARDS	SQ YD		\$ 100.00
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 50 - 100 SQUARE YARDS	SQ YD		\$ 100.00

Attachment: Exhibit A--16a2 Schedule of Values roadway 25FEB19 (066-19 : Contract Award City Wide Roadway Improvement Project)

	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 100 - 150 SQUARE YARDS	SQ YD		\$ 100.00
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 100.00
450A-013	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, (See below units of measurement)	SQ YD	200	
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 350.00
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 325.00
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 300.00
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 300.00
619A-003	* 24" ROADWAY PIPE END TREATMENT, CLASS 1	EACH	1	\$ 3,000.00
620A-000	* MINOR STRUCTURE CONCRETE	CU YD	5	\$ 4,000.00
621A-022	* JUNCTION BOXES, TYPE 1 MODIFIED	EACH	3	\$ 6,000.00
621C-031	INSETS, TYPE S1 (1 WING)	EACH	5	\$ 5,000.00
621C-073	* INLEST, TYPE S2 (1 WING)	EACH	5	\$ 5,000.00
621D-020	* INLET UNITS, TYPE S1	EACH	3	\$ 500.00
623A-000	* CONCRETE GUTTER	LIN FT	100	\$ 50.00
623C-000	COMBINATION CURB & GUTTER, 24 INCH, TYPE C (See below units of measurement)	LIN FT	1000	
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 0 - 50 LINEAR FEET	LIN FT		\$ 30.00
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 50 - 100 LINEAR FEET	LIN FT		\$ 25.00
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 100 - 150 LINEAR FEET	LIN FT		\$ 20.00
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, GREATER THAN 150 LINEAR FEET	LIN FT		\$ 15.00
630A-001	* STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LIN FT	50	\$ 150.00
630C-070	* GUARDRAIL END ANCHOR, TYPE 10 SERIES	EACH	4	\$ 5,000.00
637A-001	* FENCE RESET (INCLUDES ALL TYPES)	LIN FT	50	\$ 25.00
650A-000	TOPSOIL	CU YD	50	\$ 55.00
652A-100	SEEDING	ACRE	1	\$ 2,000.00
654A-001	SOLID SODDING (ALL TYPES)	SQ YD	100	\$ 15.00
656A-010	MULCHING	ACRE	1	\$ 2,000.00
659A-049	* ROLLED EROSION CONTROL PRODUCT, TYPE (5B)	SQ YD	50	\$ 10.00
665A-000	TEMPORARY SEEDING	ACRE	1	\$ 1,500.00
665B-000	TEMPORARY MULCHING	ACRE	1	\$ 1,500.00
665N-000	TEMPORARY COURSE AGGREGATE	TON	25	\$ 55.00
665J-002	SILT FENCE	LIN FT	50	\$ 5.00
665O-001	SILT FENCE REMOVAL	LIN FT	50	\$ 1.00
665P-005	INLET PROTECTION	EACH	10	\$ 500.00
665Q-002	WATTLE	LIN FT	50	\$ 10.00
740A-000	TRAFFIC CONTROL	LUMP SUM	1	\$ 65,000.00
TOTAL				

* Provide unit cost, but line item may not be used under the contract.

NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit costs.



City Council
204 South 7th Street
Opelika, AL

ADOPTED

BIDS 067-19

Meeting: 04/02/19 07:00 PM
Department: Engineering
Category: Bid
Prepared By: Scott H Parker
Initiator: Scott H Parker
Sponsors:
DOC ID: 3363

Contract Award City-Wide Intersection ADA Improvements

RESOLUTION NO. _____

A RESOLUTION AWARDING CONTRACT TO ROBINSON PAVING COMPANY, INC., FOR CITY-WIDE INTERSECTION ADA IMPROVEMENT PROJECT

WHEREAS, the City of Opelika, Alabama (the “City”) heretofore advertised bids for the 2019 City-Wide Intersection ADA Improvements Project (Bid No. 19009) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on February 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, a bid was received from only one (1) vendor, i.e. Robinson Paving Company, Inc.; and

WHEREAS, City staff determined that it was in the best interest of the City to reject the bid of Robinson Paving Company, Inc., and to re-advertise the Project at a future date; and

WHEREAS, the City re-advertised bids for the City-Wide Intersection ADA Improvements Project (Bid No. 19014) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on March 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, no bids were received at the time stated; and

WHEREAS, §39-2-6(b), *Code of Alabama*, 1975, provides, in part, that if no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may negotiate the work through receipt of informal bids not subject to the requirements of the Alabama Public Works Bid Law; and

WHEREAS, the City Engineer successfully negotiated the contract with Robinson

Paving Company, Inc.; and

WHEREAS, pursuant to the bid specifications, compensation payable to the contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the schedule of unit prices submitted by Robinson Paving Company, Inc., is attached hereto as Exhibit “A”; and

WHEREAS, unit price quotations include all mobilization, labor, materials, tools and equipment and also include all overhead and profit; and

WHEREAS, in the bid documents, the City reserves the right to increase and decrease estimated quantities of work without a change in unit prices; and

WHEREAS, the City Engineer has recommended that the contract for the 2019 City-Wide Intersection ADA Improvements Project be awarded to Robinson Paving Company, Inc., based on the unit prices quoted by said contractor; and

WHEREAS, the City has budgeted \$1,000,000 for City-Wide ADA Improvements in the current year’s budget; and

WHEREAS, the City Engineer has certified that funds for the contract are available.

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

1. That the proposal of Robinson Paving Company, Inc., for the 2019 City-Wide Intersection ADA Improvements Project (Bid No. 19014) based on the unit price quotations submitted by the Contractor, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby accepted and approved.

2. That the Mayor is hereby authorized and directed to execute and deliver the

contract for the 2019 City-Wide Intersection ADA Improvements Project (the “Contract”) in the name and on behalf of the City and such other ancillary documents as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.

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

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

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

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

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

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

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

SCHEDULE OF VALUES--City-Wide Intersection ADA Improvements Project

PAY ITEM	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	UNIT COST
206C-000	REMOVING CONCRETE WALKWAY (SEE BELOW UNITS OF MEASUREMENT)	SQ YD	1800	
	REMOVING CONCRETE WALKWAY, 0 - 50 SQUARE YARDS	SQ YD		\$ 55.00
	REMOVING CONCRETE WALKWAY, 50 - 100 SQUARE YARDS	SQ YD		\$ 50.00
	REMOVING CONCRETE WALKWAY, 100 - 150 SQUARE YARDS	SQ YD		\$ 45.00
	REMOVING CONCRETE WALKWAY, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 40.00
206C-010	REMOVING CONCRETE DRIVEWAY (SEE BELOW UNITS OF MEASUREMENT)	SQ YD	200	
	REMOVING CONCRETE DRIVEWAY, 0 - 50 SQUARE YARDS	SQ YD		\$ 70.00
	REMOVING CONCRETE DRIVEWAY, 50 - 100 SQUARE YARDS	SQ YD		\$ 65.00
	REMOVING CONCRETE DRIVEWAY, 100 - 150 SQUARE YARDS	SQ YD		\$ 60.00
	REMOVING CONCRETE DRIVEWAY, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 55.00
206D-001	REMOVING EXISTING INLET (COMPLETE UNIT)	EACH	30	\$ 1,000.00
206D-002	REMOVING CURB (SEE BELOW UNITS OF MEASUREMENT)	LIN FT	1500	
	REMOVING CURB, 0 - 50 LINEAR FEET	LIN FT		\$ 30.00
	REMOVING CURB, 50 - 100 LINEAR FEET	LIN FT		\$ 25.00
	REMOVING CURB, 100 - 150 LINEAR FEET	LIN FT		\$ 20.00
	REMOVING CURB, GREATER THAN 150 LINEAR FEET	LIN FT		\$ 20.00
210A-000	UNCLASSIFIED EXCAVATION	CU YD	100	\$ 100.00
301A-000	CRUSHED AGGREGATE BASE COURSE	TON	25	\$ 65.00
529A-000	RETAINING WALL (0-3ft)	SQ FT	400	\$ 300.00
533A-097	*15" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 150.00
533A-098	*18" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 155.00
533A-099	*24" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 160.00
533A-101	*36" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 165.00
533A-102	*42" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 185.00
533A-103	*48" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 200.00
543C	CLEANING EXISTING MANHOLE	EACH	5	\$ 1,000.00
	ASPHALT PATCHING	TON	25	\$ 500.00
618A-000	CONCRETE SIDEWALK, 4" THICK (INCLUDING SUBGRADE PREPARATION)	SQ YD	2300	
	CONCRETE SIDEWALK, 4" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 65.00
	CONCRETE SIDEWALK, 4" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 60.00
	CONCRETE SIDEWALK, 4" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 55.00
	CONCRETE SIDEWALK, 4" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 50.00
618A-001	*Concrete Sidewalk, 4" THICK, Colored and Stamped	SQ YD	25	\$ 400.00
618B-002	CONCRETE DRIVEWAY, 6" THICK (INCLUDING SUBGRADE PREPARATION)	SQ YD	75	
	CONCRETE DRIVEWAY, 6" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 85.00
	CONCRETE DRIVEWAY, 6" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 80.00
	CONCRETE DRIVEWAY, 6" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 75.00
	CONCRETE DRIVEWAY, 6" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 70.00
621	JUNCTION BOX, TYPE 1	EACH	10	\$ 6,500.00
621C-015	INLET, TYPE S1 (SINGLE WING)	EACH	10	\$ 5,000.00
621C-016	*INLET, TYPE S2 (SINGLE WING)	EACH	5	\$ 5,000.00
621C-017	INLET UNIT, TYPE S1	EACH	10	\$ 500.00
621C-018	*INLET UNIT, TYPE S2	EACH	2	\$ 750.00
	MODIFYING EXISTING INLETS, TYPE S1 (SINGLE WING)	EACH	20	\$ 6,500.00
	*MODIFYING EXISTING INLETS, TYPE S2 (SINGLE WING)	EACH	2	\$ 6,500.00
618C-000	INLAYED TRUNCATED DOME MAT, BRICK RED, FURNISH AND INSTALL	SQ FT	2000	\$ 20.00
623C-000	COMBINATION CURB & GUTTER, 24 INCH, TYPE C	LIN FT	1500	\$ 25.00
654A-000	SOLID SOD - MATCH EXISTING TYPE	SQ YD	300	\$ 15.00
665Q-002	WATTLE	LIN FT	48	\$ 15.00
703A-000	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQ FT	600	\$ 20.00

* Provide unit cost, but line item may not be used under the contract.

TOTAL	
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NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit costs.

RESOLUTION NO. (ID # 3316)

Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Awesome LLC - Tabled.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE VACATION OF A PORTION OF THE
SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 29 LOCATED AT THE
CORNER OF WEST POINT PARKWAY AND SPORTSPLEX PARKWAY**

WHEREAS, Awesome, LLC, an Alabama limited liability company, is the owner of the property described in that warranty deed dated October 29, 2017, a copy of which is recorded in Deed Book 2525 at Page 145 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Awesome, LLC is the owner of all of the property abutting along a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29); and

WHEREAS, a Petition to vacate a portion of the westerly right-of-way of West Point Parkway (formerly U.S. Highway 29) located at the corner of West Point Parkway and Sportsplex Parkway, duly executed by Awesome, LLC, as the abutting property owner, has been presented to the City Council (the “City Council”) of the City of Opelika, Alabama (the “City”), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit “A” and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) to be vacated are more particularly described as follows:

A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34"E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 23.15 feet; thence continue along said southwest right-of-way limit S13°11'19"E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00'10"W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59'50"W 113.81 feet to the point of beginning.

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

WHEREAS, the Petition states that 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 remaining portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way; and

WHEREAS, a public hearing was conducted by the City Council on the 19th day of March, 2019, at which all persons were given the opportunity to be heard in favor of 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 the right-of-way of West Point Parkway (formerly U.S. Highway 29) as described in the attached Petition and the right-of-way of said street should be conveyed to Awesome, LLC as requested by the Petitioner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Anderson Road and U.S. Highway 29 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*, and also pursuant to said *Code* in §32-5-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Awesome, LLC, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) by virtue of the dedication or vacation of said roadway or otherwise.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to Awesome, LLC, 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, Alabama, to attest the same.

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

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

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

ATTEST:

CITY CLERK

**PETITION TO VACATE A PORTION OF THE SOUTHWESTERLY
RIGHT-OF-WAY OF WEST POINT PARKWAY LOCATED AT THE CORNER
OF WEST POINT PARKWAY AND SPORTSPLEX PARKWAY**

STATE OF ALABAMA
COUNTY OF LEE

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

COMES NOW AWESOME, LLC, an Alabama limited liability company (hereinafter referred to as the "Petitioner") and represents as follows:

1. The Petitioner is the owner of all of the property abutting upon a portion of the southwesterly right-of-way of West Point Parkway, and it does, by this written instrument, hereby vacate said portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) located at the corner of West Point Parkway and Sportsplex Parkway, being more particularly described as follows, to wit:

A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34"E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 23.15 feet; thence continue along said southwest right-of-way limit S13°11'19"E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00'10"W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59'50"W 113.81 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that it is the sole owner of the property abutting upon the portion of the right-of-way of to be vacated. It is not the intention of the

Petitioner to vacate any other portion of West Point Parkway (formerly U.S. Highway 29), except as described in Section 1 above.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that West Point Parkway (formerly U.S. Highway 29) will remain a public right-of-way.

5. The Petitioner desires to vacate the above-described portion of West Point Parkway (formerly U.S. Highway 29) so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner agrees that the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of Awesome, LLC.

7. This declaration of vacation is executed by the Petitioner 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 Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29), the annulment of any dedication thereof, and the divestment of all public rights therein, 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 the right-of-way of West Point Parkway (formerly U.S. Highway 29) in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portion of said right-of-way.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the _____ day of _____, 2019.

AWESOME, LLC
An Alabama Limited Liability Company

By: _____
YAHESH PATEL
Title: MEMBER

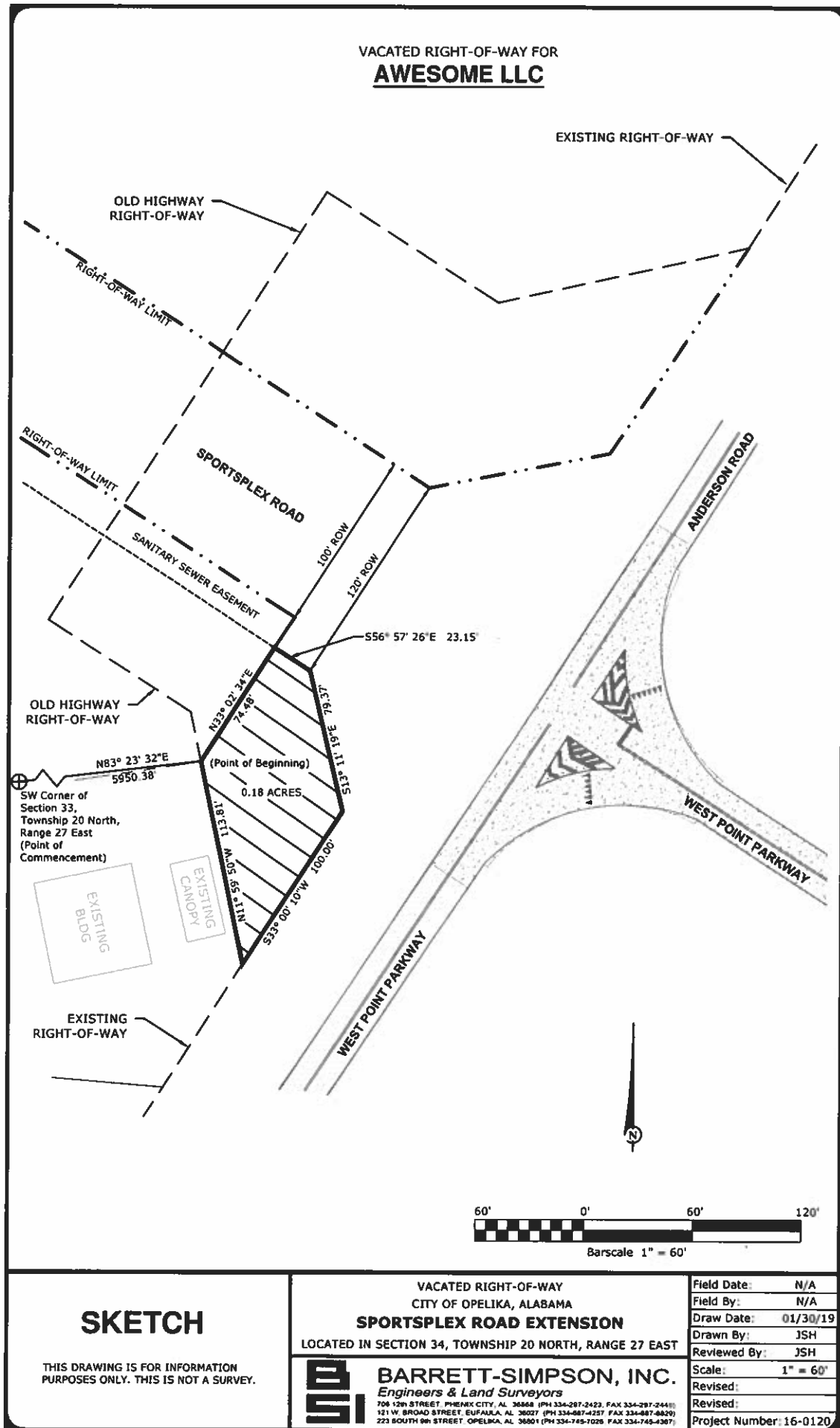
By: _____
TEJAS B. PATEL
Title: MEMBER

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that YAHESH PATEL and TEJAS B. PATEL, whose names are signed to the foregoing instrument as Members of Awesome, LLC, who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in such capacity and as Members of Awesome, LLC, and with full authority, executed the same voluntarily as said Members of Awesome, LLC, on the day the same bears date on behalf of said company.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



GRANTEE'S ADDRESS:

Awesome, LLC
 1501 Seaton Circle
 Montgomery, AL 36117

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	QUITCLAIM DEED
COUNTY OF LEE	)	

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by Awesome, LLC, (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto Awesome, LLC, an Alabama limited liability company, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34"E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 23.15 feet; thence continue along said southwest right-of-way limit S13°11'19"E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00'10"W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59'50"W 113.81 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "B" on this the ____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY: _____
GARY FULLER, MAYOR

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

**THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX**

Attachment: QUIT CLAIM DEED - Vacate Portion of Sportsplex Pkwy & West Point Pkwy, Awesome LLC (3316 : Vacate Right-Of-Way, Portion

RESOLUTION NO. (ID # 3321)

Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe - Tabled.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE VACATION OF A PORTION
OF THE SOUTHWESTERLY RIGHT-OF-WAY OF SPORTSPLEX
PARKWAY AND A PORTION OF THE SOUTHWESTERLY
RIGHT-OF-WAY OF WEST POINT PARKWAY**

WHEREAS, William M. Morgan, III and Robert D. Boothe are the owners of the property described in that warranty deed dated April 12, 2005, a copy of which is recorded in Deed Book 2272 at Page 904 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, William M. Morgan, III and Robert D. Boothe are the owners of all of the property abutting along a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly portion of West Point Parkway (formerly U.S. Highway 29); and

WHEREAS, a Petition to vacate a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29), duly executed by William M. Morgan, III and Robert D. Boothe, as the abutting property owners, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly (U.S. Highway 29) to be vacated are more particularly described as follows:

A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet;

thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.

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

WHEREAS, the Petition states that 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 remaining portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way; and

WHEREAS, the City desires to reserve to itself a 20-foot wide sanitary sewer easement, as depicted on the attached survey; and

WHEREAS, a public hearing was conducted by the City Council on the 19th day of March, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed rights-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 portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) as described in the attached Petition and the rights-of-way of said streets should be conveyed to William M. Morgan, III and Robert D. Boothe as requested by the Petitioners, subject to the existing sanitary sewer easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) 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*, and also pursuant to said *Code* in §32-5-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto William M. Morgan, III and Robert D. Boothe, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) by virtue of the dedication or vacation of said roadways or otherwise, subject to the reservation of the above-described sanitary sewer easement.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to William M. Morgan, III and Robert D. Boothe, subject to the reservation of the above-described sanitary sewer easement, 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, Alabama, to attest the same.

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

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

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

ATTEST:

CITY CLERK

**PETITION TO VACATE A PORTION OF THE SOUTHWESTERLY
RIGHT-OF-WAY OF SPORTSPLEX PARKWAY AND THE
SOUTHWESTERLY RIGHT-OF-WAY OF WEST POINT PARKWAY**

STATE OF ALABAMA
COUNTY OF LEE

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

COMES NOW WILLIAM M. MORGAN, III, a married man, and ROBERT D.

BOOTHE, a married man, (hereinafter referred to as the "Petitioners") and represent as follows:

1. The Petitioners are the owners of all of the property abutting upon a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29), and they do, by this written instrument, hereby vacate said portions of the right-of-way of Sportsplex Parkway and the right-of-way of West Point Parkway (formerly U.S. Highway 29), being more particularly described as follows, to wit:

A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioners hereby represent and declare that they are the sole owners of the property abutting upon the portions of the rights-of-way of Sportsplex Parkway and West Point

Parkway (formerly U.S. Highway 29) to be vacated. It is not the intention of the Petitioners to vacate any other portion of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29), except as described in Section 1 above.

3. The Petitioners hereby certify that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioners certify that Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way.

5. The Petitioners desire to vacate the above-described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) 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 the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of the Petitioners, subject to a 20-foot wide sanitary sewer easement to the City of Opelika, 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 portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29), the annulment of any dedication thereof, and the divestment of all public rights therein, the existing sanitary sewer easement, 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 portions of the

rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portions of said rights-of-way.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the _____ day of _____, 2019.

WILLIAM M. MORGAN, III

ROBERT D. BOOTHE

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM M. MORGAN, III, 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 ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

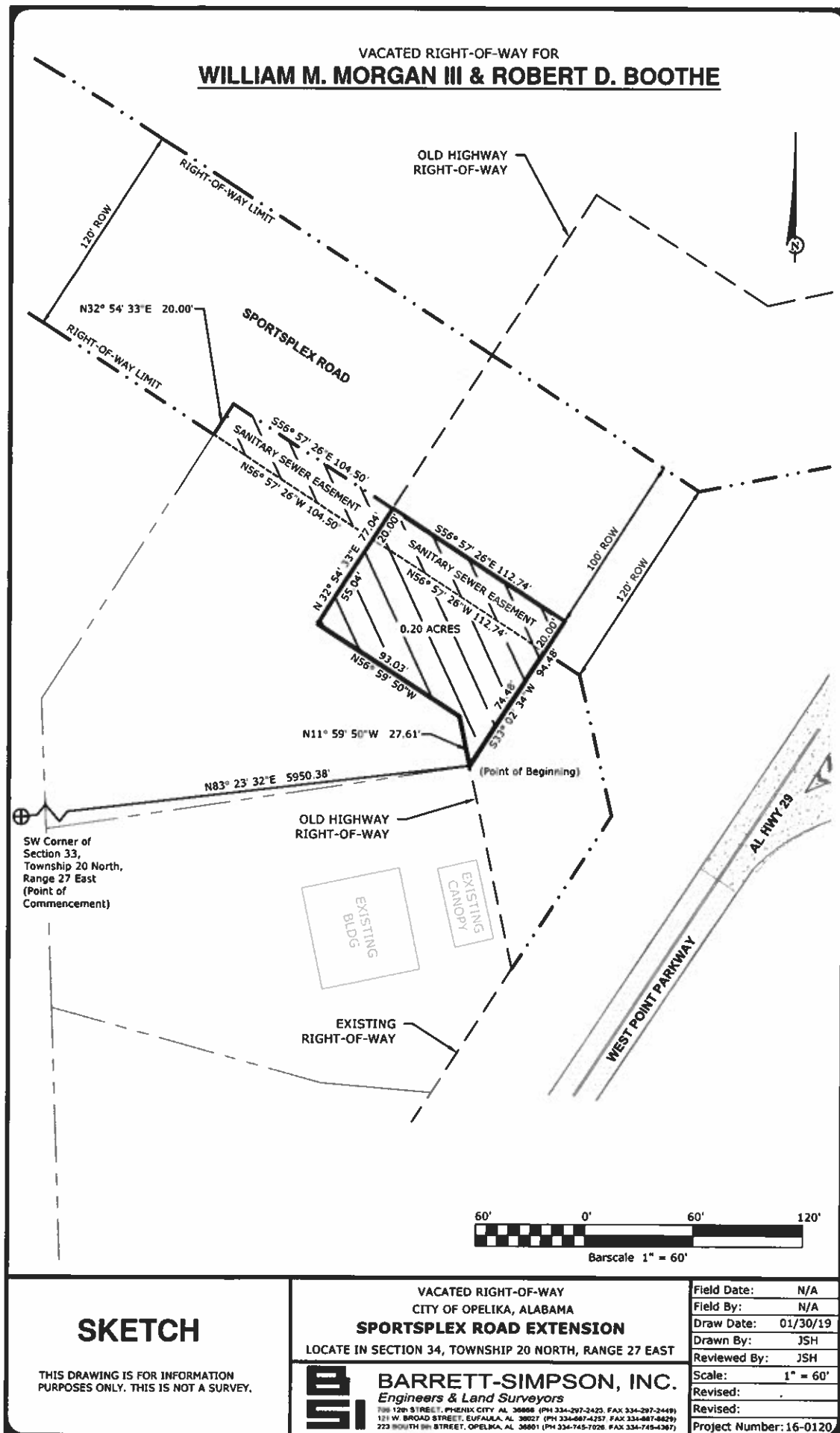
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ROBERT D. BOOTHE, 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 ____ day of _____, 2019.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____



GRANTEE'S ADDRESS:

William M. Morgan, III
 Robert D. Boothe
 3305 Anderson Road
 Opelika, AL 36804

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	QUITCLAIM DEED WITH RESERVATION
COUNTY OF LEE	)	OF SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by William M. Morgan, III and Robert D. Boothe, (the "Grantees"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto William M. Morgan, III and Robert D. Boothe, subject to a permanent 20-foot wide sanitary sewer easement, as more particularly described below, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

The Grantor hereby reserves to itself a perpetual 20-foot wide sanitary sewer easement as depicted on the survey prepared by Barrett-Simpson, Inc., along, over, under, and across the following described property:

A sanitary sewer easement being 20 feet wide located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet; thence N11°59'50"W 27.61 feet; thence N56°59'50"W 93.03 feet; thence N32°54'33"E 55.04 feet to the point of beginning; thence N56°57'26"W 104.50 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit N32°54'33"E 20.00 feet; thence continue along said southwest right-of-way limit S56°57'26"E 104.50 feet; thence continue along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence N56°57'26"W 112.74 feet to the point of beginning.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "A" on this the ____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY: _____
GARY FULLER, MAYOR

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT WAS PREPARED BY:

GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX

RESOLUTION NO. (ID # 3318)

Vacate ROW, Portion of Sportsplex Parkway & Anderson Rd, Inwoo Paek - Tabled.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE VACATION OF A PORTION OF THE
NORTHWESTERLY RIGHT-OF-WAY OF ANDERSON ROAD AND A PORTION OF
THE NORTHWESTERLY RIGHT-OF-WAY OF SPORTSPLEX PARKWAY**

WHEREAS, Inwoo Paek, a single man, is the owner of the property described in that certain statutory warranty deed dated March 31, 2016, a copy of which is recorded in Deed Book 2482 at Page 338 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Inwoo Paek is the owner of all of the property abutting along a portion of the northwesterly right-of-way of Anderson Road and the northwesterly right-of-way of Sportsplex Parkway; and

WHEREAS, a Petition to vacate a portion of the northwesterly right-of-way of Anderson Road and a portion of the northwesterly right-of-way of Sportsplex Parkway, duly executed by Inwoo Paek, as the abutting property owner, has been presented to the City Council (the “City Council”) of the City of Opelika, Alabama (the “City”), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit “A” and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portions of the rights-of-way of Anderson Road and Sportsplex Parkway to be vacated are more particularly described as follows:

A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

WHEREAS, the Petition states that 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 remaining portions of the rights-of-way of Anderson Road and Sportsplex Parkway will remain public rights-of-way; and

WHEREAS, a public hearing was conducted by the City Council on the 19th day of March, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed rights-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 portions of the rights-of-way of Anderson Road and Sportsplex Parkway as described in the attached Petition and the rights-of-way of said streets should be conveyed to Inwoo Paek as requested by the Petitioner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway 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*, and also pursuant to said *Code* in §32-5-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Inwoo Paek, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portions of the rights-of-way of Anderson Road and Sportsplex Parkway by virtue of the dedication or vacation of said roadways or otherwise.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to Inwoo Paek, 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, Alabama, to attest the same.

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

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

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

ATTEST:

CITY CLERK

**PETITION TO VACATE A PORTION OF THE NORTHWESTERLY
RIGHT-OF-WAY OF ANDERSON ROAD AND THE NORTHEASTERLY
RIGHT-OF-WAY OF SPORTSPLEX PARKWAY**

STATE OF ALABAMA
COUNTY OF LEE

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

COMES NOW INWOO PAEK, a single man, (hereinafter referred to as the "Petitioner")
and represents as follows:

1. The Petitioner is the owner of all of the property abutting upon a portion of the northwesterly right-of-way of Anderson Road and a portion of the northeasterly right-of-way of Sportsplex Parkway, and he does, by this written instrument, hereby vacate said portions of the rights-of-way of Anderson Road and the right-of-way of Sportsplex Parkway, being more particularly described as follows, to wit:

A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that he is the sole owner of the property abutting upon the portions of the rights-of-way of Anderson Road and Sportsplex Parkway to be

vacated. It is not the intention of the Petitioner to vacate any other portion of Anderson Road and Sportsplex Parkway, except as described in Section 1 above.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that Anderson Road and Sportsplex Parkway will remain public rights-of-way.

5. The Petitioner desires to vacate the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner agrees that the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of Inwoo Paek.

7. This declaration of vacation is executed by the Petitioner 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 Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway, the annulment of any dedication thereof, and the divestment of all public rights therein, 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 portions of the rights-of-way of Anderson Road and Sportsplex Parkway in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portions of said rights-of-way.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the _____ day of _____, 2019.

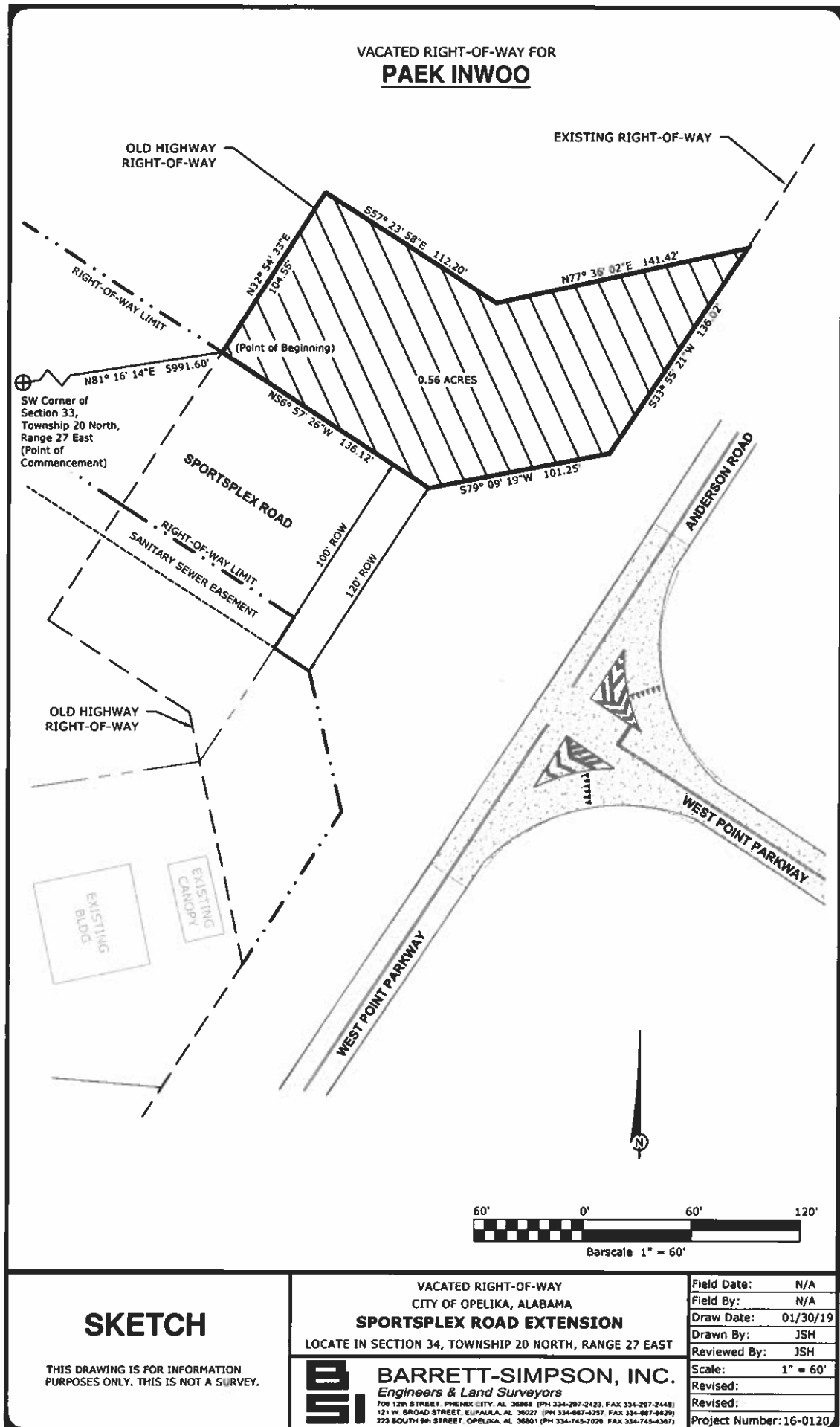
INWOO PAEK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that INWOO PAEK, 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 ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____



GRANTEE'S ADDRESS:

Inwoo Paek
 1575 Hamilton Hill
 Auburn, AL 36830

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	QUITCLAIM DEED
COUNTY OF LEE	)	

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by Inwoo Paek, (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto Inwoo Paek, a single man, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "A" on this the ____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY: _____
GARY FULLER, MAYOR

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

**THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX**

Attachment: QUIT CLAIM DEED (003) - Portion of Sportsplex Pkwy & Anderson Rd, Property Owner - Inwoo Paek (3318 : Vacate Right-Of-Way,

RESOLUTION NO. 068-19

Expense reports from various departments.

RESOLUTION NO. _____

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

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

	Employee	Department	\$ Amount
	-----	-----	-----
	Gary Fuller	Mayor	508.45
	Gary Fuller	Mayor	7,506.83
	Eddie Smith	President Council	498.01
349.94	Dozier Smith T	Councilman	
129.68	Terrance White	IT	
107.52	Tiffany Gibson-Pitts	Councilwoman	

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

PERIOD ENDING

3-11-19

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON 3/11/19	Washington, DC	432.60						75.85				508.45
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		432.60	0.00	0.00	0.00	0.00	0.00	75.85	0.00	0.00	0.00	508.45

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

3rd Congressional District Dinner for Mike Rogers

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

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Name Gary Fuller

DEPARTMENT

Department Economic Development 5115

PERIOD ENDING

4/6/19

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
3/11/19												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT 4/6/19	Seoul, S Korea		7,506.83									7,506.83
WEEKLY CATEGORY TOTALS \$		0.00	7,506.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,506.83

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

Economic Development Bio trip

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

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

NAME Eddie SmithDEPARTMENT
Department City CouncilEXPENSE REPORT
PERIOD ENDING
3/12/17

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 TAX, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON	<u>Washington Dc</u>	<u>349.94</u>				<u>110.20</u> <u>103.55</u>						<u>495.14</u>
TUE											<u>25</u>	<u>478.19</u>
WED							<u>12.87</u>					<u>12.87</u>
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												<u>491.36</u>

WEEKLY TOTAL EXPENSES
498.01

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Congressional Dinner

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
<u>3/11</u>	<u>Atl Airpaz to</u>	<u>103.55</u>
<u>3/12/17</u>	<u>Washington Dc</u>	<u>110.20</u>
	<u>190 miles</u>	
	<u>.545 .58</u>	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
<u>3/11</u>	<u>Tips</u>	<u>25</u>
<u>3/12/17</u>		

☐ Price No Price
☐ Ok To Pay
☐ A/C # Ver/Sad

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Name

Dozier H. Smith T

DEPARTMENT

Department

City Council

PERIOD ENDING

3/12/19

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	Itemize Below			Itemize Below	Itemize Below	
SUN							BREAKFAST	LUNCH	DINNER			
MON												
TUE 3/12	Washington D.C.	349.94										349.94
WED												
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$		349.94										349.94

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

NLC Legislative Dinner/Receipt

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

NAME

Terrance J. White

DEPARTMENT

IT

PERIOD ENDING

3/13/2019

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 3/12	Montgomery Al					64.84 111.80						64.84 111.80
WED 3/13	Montgomery Al					64.84 111.80						64.84 111.80
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	223.60	0.00	0.00	0.00	0.00	0.00	129.68

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
3/12	City of Opelika	see attached form	gas reimbursment	64.84	
3/13	City of Opelika	see attached form	gas reimbursment	64.84	
			.58 cents/mile		

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Southern Software
Training

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Terrance J. White

Signature

SIGNATURE

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/12	to-55.9 from 55.9 110.80 @ .58	64.84 111.80
3/13	to-55.9 from-55.9 110.80 @ .58	64.84 111.80

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Inv. Price to Price	
	OK To Pay	
	A/C # 11111111	

Personal Expenses

13.4.b

EXPENSE REPORT

PERIOD ENDING

NAME Tiffany Gibson-Pitts

DEPARTMENT City Council

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU 3/14/19						53.76						53.76
FRI												
SAT 3/9/19						53.76						53.76
WEEKLY CATEGORY TOTALS \$												107.52

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

NLC Conference
Washington, DC

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/9/19	92.7 miles to Atlanta	53.76
3/14/19	92.7 miles to Opelika	53.76

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

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

SIGNATURE Tiffany Gibson-Pitts

APPROVED BY

RESOLUTION NO. 069-19

Designate City Personal Property 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	2003 Acura 3.2 TL VIN 19UUAS66X3A026807	N/A

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 070-19

Purchase-Christmas Decorations-Sole Source-P&R**RESOLUTION NO. _____**

WHEREAS, the City Administration Department desires to purchase Christmas Decorations for the Parks and Recreation Department; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Downtown Decorations, Inc. is the sole vendor for the Christmas Decorations; and

WHEREAS, funding for this purchase is budgeted;

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

1. That the purchase be awarded to Downtown Decorations, Inc.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Downtown Decorations, Inc. not to exceed \$179,145.00 as a sole source purchase.
3. That the Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Remittance

Company Address 6724 Joy Road
East Syracuse, New York 13057
United States

Created Date 3/21/2019
Quote Number 00000978
Expiration Date 4/30/2019

Contact Information

Rep Email jalexander@downtowndecorations.com

Prepared For City of Opelika Parks and Recreation
Customer Contact Matthew Battles
Phone (334) 705-5547
Email mbattles@opelika-al.gov

Address Information

Bill To Name City of Opelika
Bill To 1102 Denson Drive
Opelika, Alabama 36801
United States

Ship To Name City of Opelika
Ship To Opelika, Alabama 36801
United States

Quantity	Product	Product Description for this Quote	Sales Price	Total Price
132.00	PWMP1215-DTN	12"x15' Mountain Pine Pole Wrap, Lit 210 LED Warm White lights.	\$193.00	\$25,476.00
1.00	CUSTOM-NI	11.5' Giant Illuminated Ornament, LED lights, w/ Cap and Base.	\$13,875.00	\$13,875.00
2.00	CUSTOM-NI	9.5' Giant Illuminated Reindeer, LED lights, w/ Steel Base Plate.	\$12,900.00	\$25,800.00
6.00	CUSTOM-NI	7.5' Giant Illuminated Reindeer, LED lights, w/ Steel Base Plate	\$9,950.00	\$59,700.00
49.00	CUSTOM-NI	60" Side Mount Mountain Pine Wreath, Lit 420 5mm LED Warm White lights, w/ (2) 24" Red Nylon 3D Structural 4-Loop bows w/ mounting hardware.	\$673.00	\$32,977.00
19.00	CUSTOM-NI	60" Post Over Mountain Pine Wreath, Lit 420 5mm LED Warm White lights, w/ (2) 24" Red Nylon 3D Structural 4-Loop bows w/ mounting hardware.	\$683.00	\$12,977.00
60.00	CUSTOM-NI	14" Mountain Pine Branched Garland 10' Section, lit 150 5mm LED Warm White lights.	\$139.00	\$8,340.00
1.00	Shipping	Included in price.	\$0.00	\$0.00
Total Price			\$179,145.00	
Grand Total			\$179,145.00	

General Terms and Conditions

- Shipping and handling are additional, FOB Shipping Point. Unless otherwise noted.
- Client is responsible for notifying Downtown Decorations, Inc. of any special shipping requirements, including but not limited to Lift Gate Delivery, Delivery Appointment, Call Ahead, Etc.
- Estimates and quotes prepared for customers based upon information provided by customer and are subject to change pending final review of order.
- Customer is responsible for notifying Downtown Decorations, Inc. of any electrical code requirements, customization, or special requirements at time order is placed. Customization of product may be subject to additional cost.
- Downtown Decorations, Inc. is not responsible for product damage caused by improper handling, neglect, installation, extremes in weather conditions, vandalism or Acts of God.
- Quote is in US dollars and is exclusive of any applicable taxes or installation unless otherwise noted.
- Quote is valid for 30 days, unless otherwise noted.



8. Purchaser understands and agrees to payment terms and further agrees to accept and pay for any expenses incurred by Downtown Decorations, Inc. to collect any past due amounts, including but not limited to the original debt, any assigned collection costs, attorney fees and any other related expense.
9. Payment methods accepted are check, Visa/MasterCard, American Express and Bank Wire. Downtown Decorations, Inc. will impose a 3% surcharge on all credit card amounts of \$3,000.00 or more. Bank Wire: KeyBank NA; ABA: 021300077; Acct: 320111001394; SWIFT: KEYBUS33.

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT ADMINISTRATION

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE MATTHEW BATTLES

VENDOR DOWNTOWN DECORATIONS

PRODUCT/SERVICE CITY WIDE CHRISTMAS DECORATIONS

Estimated annual expenditure for the commodity or service \$ 179,145.00

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

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). _____
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____
4. This is the only known item or service that will meet the specialized needs of the _____ Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. X

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

DEPARTMENT HEAD SIGNATURE Sam Bailey
 DEPARTMENT/DIVISION/DATE P&R 3/26/19

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
 (SIGNATURE/DATE) acm 3/26/19.

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



6724 Joy Road | East Syracuse NY 13057 | tf 877.369.6332 | ph 315.432.0646 | f 315.432.1948

March 13, 2019

Matt Battles
City of Opelika Parks & Recreation Dept.
204 S. 7th Street
Opelika, AL 36801

Re: Sole-Source provider

Matt,

Downtown Decorations, Inc. is pleased to announce that we are the sole-source distributor for our unique commercial holiday décor. We have been creating, designing, and own the design rights to some of the highest quality decorations in the industry. We have a proven track record of providing the best products, along with outstanding service and support on everything that we sell. **Downtown Decorations, Inc.** is also an active member of the **National Main Street, International Downtown Association, International Council of Shopping Centers** and many more. As a sole source provider for these products please let me point out the unique, one of a kind features that set these products apart and that *no one else in the industry is producing.*

Pole Wraps

* **Downtown Decorations, Inc.** is the only company in the industry that is producing the 12"x15' Mountain Pine Pole Wraps featuring garland film B-Laminate with 3 tones for a more realistic look, and is UV treated to prevent fading. We use our exclusive 5mm LED Warm White lighting giving you fourteen times the points of light (Qty: 210 5mm LED's on the Pole Wraps vs. the typical Qty: 15 C7 lights) for a coverage that no one else in the market is doing, and the tip count (30-40 per ft.) on our Mountain Pine foliage is 30% more full, and the most realistic that you will find.

* Pole Wrap garland cores are 1/8" braided stainless steel cable – no rusting.

* Pole Wrap garlands are branched so that they can be shaped.

* Pole Wrap Tie-offs are provided on top/bottom for ease of installation.

* Garlands used in these Pole Wraps matches exactly to the same garlands in your existing Streetlines and Pole Wraps from last year.

* Lighting used on our Pole Wraps have gasketed coaxial connections resulting in a much safer product...no issues with the plugs coming apart and no water getting in the connections.

* Lighting used in our Pole Wraps are 5mm sealed sets so that no water can get in and bulbs can't be removed (as opposed to C7 screw-in bulbs) and we include an 8 ft. lead wire connected to the end (other companies provide a 6" lead) thus eliminating the need for extension cords to reach the outlet in most cases.

Side Pole Mount Wreaths

* **Downtown Decorations Inc.** has the only Side Pole Mount Wreaths on the market being exclusively produced with B-Laminate 3 tone garland film for the most realistic look and is UV treated for fade resistance. Our 60" Side Pole Mount Wreaths feature 420 LED 5mm warm white lights that have gasketed coaxial connections to minimize GFI tripping, and in addition we add an extra long 8' lead wire connected at the end of the light strand eliminating the need for extension

www.downtowndecorations.com



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cords in most cases. We include (2) 24" Red Nylon 3D Structural 4-Loop Bows, USA made, and featuring 200 denier nylon fabric that is serged in the seams. The bow tie-off is long lasting copper to reduce breaking after years of bending.

Post Over Wreaths

* The Side Pole Mount Wreaths from **Downtown Decorations, Inc.** are also the only ones on the market being exclusively produced with B-Laminate 3 tone garland film for the most realistic look and is UV treated for fade resistance. Our 60" Post Over Wreaths feature 420 LED 5mm warm white lights that have gasketed coaxial connections to minimize GFI tripping, and in addition we add an extra long 8' lead wire connected at the end of the light strand eliminating the need for extension cords in most cases. We include (2) 24" Red Nylon 3D Structural 4-Loop Bows, USA made, and featuring 200 denier nylon fabric that is serged in the seams. The bow tie-off is long lasting copper to reduce breaking after years of bending.

Lighted Garland

* The 14" Pine Branched Garland is the same exclusive B-Laminate 3 tone garland designed by, and produced for, **Downtown Decorations, Inc.** that is used on the pole wraps and wreaths. It features our unique 1/8" braided stainless steel cable core as well as 150 5mm LED warm white lights per 10' section, with gasketed coaxial connections and extra long 8' lead wire connected at the end of the light string to eliminate extension cords in most cases.

Giant Illuminated Reindeer

* Our **Downtown Decorations, Inc.** exclusively designed and produced giant illuminated reindeer are each hand shaped to have a more organic artistic look, and produced with 3D welded aluminum frames, along with heavy solid aluminum base plates to anchor them. Each are uniquely lighted with commercial grade 24v warm white LED European style lights using clear wire and powder coated gold finish on the aluminum to compliment the warm light lighting.

Giant Illuminated Ornament

* **Downtown Decorations, Inc.** is the North American distributor for this unique beautiful German crafted and illuminated ornament. It features a powder coated aluminum frame base and cap with structural fiberglass strands to form the orb, and 120v white wire LED lights using gasketed coaxial connections in warm white, along with pure white rope lights on the scroll feature.

As stated earlier, **Downtown Decorations, Inc.** is the sole source for these high quality holiday décor items that no one else in the industry is producing.

Thank you again for the opportunity and should you have any questions, or need additional information, please don't hesitate to call me.

Sincerely,

Jimmy

www.downtowndecorations.com



6724 Joy Road | East Syracuse NY 13057 | tf 877.369.6332 | ph 315.432.0646 | f 315.432.1948

Jimmy Alexander
Account Representative
Downtown Decorations, Inc.
712 Agave Ct.
Fredericksburg, TX 78624
830-307-9117 Direct
877-369-6332 ext. 454
jalexander@downtowndecorations.com
www.downtowndecorations.com

Attachment: 4-2-19 - CHRISTMAS DECOR - SOLE SOURCE - CNCL PKT (070-19 : Purchase-Christmas Decorations-Sole Source-P&R)

www.downtowndecorations.com

RESOLUTION NO. 071-19

Purchase-Motorola Service Agreement-State Contract-PD

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FOR INSTALLATION SERVICES
FROM MOTOROLA SOLUTIONS, INC., AND APPROVING
COMMUNICATIONS SYSTEMS AND SERVICES AGREEMENT
BY AND BETWEEN MOTOROLA SOLUTIONS, INC.
AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) is developing and constructing a new police department and municipal court building to be located at 501 South 10th Street (the “Project”); and

WHEREAS, the City owns and operates an 800 MHz trunk radio system (the “System”) manufactured by Motorola to provide continuous support to public safety and to other mission-critical users; and

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

WHEREAS, Motorola has supported the System since its inception and access to required maintenance and support services is only available through Motorola; and

WHEREAS, to implement the Project, the City will be required to remove four (4) MCC 7500 consoles from the old police department building and install them in the new 911 center; and

WHEREAS, the City also desires to implement and install two (2) additional MCC 7500 consoles in the new 911 center; and

WHEREAS, a proposal for installation services (the “Proposal”), a copy of which is attached hereto as Exhibit “A”, has been prepared by Motorola Solutions, Inc., (“Motorola”) and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Proposal; and

WHEREAS, a Communications System and Services Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “B”, has been prepared by Motorola and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the Proposal for Installation Services submitted by Motorola, a copy of which is attached hereto as Exhibit “A”, is hereby approved and accepted in the form substantially submitted to the City Council.
2. That the Mayor is hereby authorized and directed to execute and deliver said Proposal in the name and on behalf of the City.
3. That the Communications System and Services Agreement to be entered into between the City and Motorola, a copy of which are attached hereto as Exhibit “B”, 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.

4. That the Mayor is hereby authorized and directed to execute and deliver said Agreement and such other ancillary and related documents as may be necessary or appropriate in order to carry into effect the purpose and intent of said Agreement and to carry out fully the transactions contemplated therein on behalf of the City.

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

6. That the contract price to be paid to Motorola under the Agreement, estimated to be approximately \$147,500, is not budgeted and shall be paid from the Unassigned Fund Balance. The Controller is hereby authorized and directed to make the appropriate budget adjustments necessary to carry out the transactions contemplated by this Resolution and the attached documents.

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

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

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

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

ATTEST:

CITY CLERK

EXHIBIT "A"**Proposal for Installation Services**



CITY OF OPELIKA

MCC7500 CONSOLE RELOCATION AND TWO POSITION ADD

FEBRUARY 28, 2019

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

STATEMENT OF WORK

This document, known as the Statement of Work (SOW), describes the deliverables to be furnished to City of Opelika, AL "Customer" and the tasks to be performed by Motorola, its subcontractors, and City of Opelika to implement the solution described. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and City of Opelika during the project implementation:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and City of Opelika.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW is a working document that may be revised as needed to incorporate any changes associated with contract negotiations, Customer Design Review (CDR), and any change orders that may occur during project execution.

1.1 PROJECT RESOURCES

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.

The Motorola SI group assembles a team for each project to fulfill customer specific requirements. The Motorola SI group and City of Opelika team members will form a partnership dedicated to addressing City of Opelika's needs.

1.2 MOTOROLA PROJECT MANAGER

The Project Manager has full responsibility for the successful completion of the project from start to finish. The tasks of the Project Manager include, but are not limited to, the following:

- Act as main point of contact between City of Opelika Project Manager and Motorola resources throughout the entire project life-cycle.
- Full responsibility for supervising and coordinating day-to-day activities, deliverables, and milestone completions. He / She will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth by the City.



City of Opelika
February 28, 2019

- Schedule and participate with City of Opelika in weekly and bi-weekly progress review meetings or as deemed necessary throughout the project life-cycle.
 - Generate mutually agreed upon meeting agenda.
 - Manage and submit project status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule.
- Inspect and maintain inventory of all received equipment to ensure total delivery.
- Support hardware implementation with proper documentation, guidance and training to ensure quality workmanship and customer satisfaction by all Motorola vendors and subcontractors.
- Coordinate closely with Customer Project Manager any needed interruptions to the existing system during implementation of the new system.
- Issue status reports that include the project status, milestones achieved, tasks behind schedule, actual and potential problems.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Review and administer change control procedures with City of Opelika Project Manager.
- Provide timely responses to issues related to project progress raised by the City of Opelika Project Manager.

1.2.1 Motorola Sub-Contractor (MCA) Responsibilities

This document describes the installation services which will be provided by Mobile Communication of America (MCA) to implement two MCC7500 consoles for City of Opelika, AL. This document, associated equipment lists and other supporting information will become part of the agreement between City of Opelika, Motorola and MCA upon customer acceptance. This statement provides details for materials and labor provided by MCA.

- Inventory Equipment.
- Install Dispatch Console Site equipment if any.
- Install two MCC7500 Console Operator Positions.
- Install four Cat5e cables between Network Switch, Operator Position and the VPM.
- Provide any miscellaneous parts to implement installation.

OPELIKA POLICE DEPARTMENT MOVE

- **R56 Grounding:** Run grounding wire from MGB or RGB provided by customer to each console position as well as all radio network infrastructure, all equipment on radio network to be grounded to R56 standards.
- Remove 4 MCC7500 Consoles and Install into new 911 Center: Customer providing furniture, cat6 cable runs from consoles to new data room patch panel. Motorola to provide cat6 patch cables to network equipment, as well as cat6 cables to VPM, COMPUTER and other radio equipment at Consoles, Motorola to work with AT&T in connecting VPM for phone audio.

MCC7500 Console Relocation and Two Position Add

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Statement of Work 1-2

City of Opelika
February 28, 2019

- Add 2 New MCC7500 Consoles to Pre existing Infrastructure: Customer providing furniture, cat6 cable runs from consoles to new data room patch panel. Motorola to provide cat6 patch cables to network equipment, as well as cat6 cables to VPM, COMPUTER and other radio equipment at Consoles, Motorola to work with AT&T in connecting VPM for phone audio. Working with Motorola ST to provide configuration of new positions into AIRS System.
- Remove NICE Recorder: Remove NICE Recorder, AIS and VPM from current rack in old building and re-rack into new building customer supplied racks. Connecting patch cables to appropriate spot in network switches.
- Remove Switch Rack: Remove LAN Switches, GGM 8000 Router and backhaul equipment from old building and re-rack into new building customer supplied rack. Connecting patch cables to appropriate ports on radio network.
- Remove Remaining equipment: Remove Backup Control Stations, Control Station Combiner and CCGW out of old building and re-rack into new building customer supplied racks. Connecting patch cables to appropriate ports on radio network from Consolettes. Run Combiner antenna through J hooks off cable tray provided by electricians. Ground entry point with polyphaser, hang outside antenna near exit point of building provided by building contractor.

1.2.2 Motorola System Engineer

The Project Engineer has full responsibility for system design and performance. The Project Engineer's primary responsibility is to ensure the technical integrity of the system design to contract throughout the entire project life-cycle. The Project Engineer's other tasks include:

- Responsible for overall system design and ensuring that the system is installed and operating in accordance with the approved system design.
- Development of system installation documents (i.e. equipment list or bill of materials).
- Define Motorola and Customer demarcation points.
- Define technical requirements for interfacing with Motorola supplied equipment.
- Provide electrical load requirements to Customer for each proposed equipment.
- Complete the process of defining, documenting, and acquiring City of Opelika's approval of system programming and configuration.
- Manage all the Router and the Network Switch Configurations and IP Plan.
- Responsible for the process of documenting functionality acceptance testing once the system is field installed.
- Provide systems and network engineering support throughout the implementation life-cycle.

1.2.3 Motorola Field Service Organization

The System Technologist has the primary responsibility as the "hands-on" system expert. The System Technologist's tasks include:

MCC7500 Console Relocation and Two Position Add

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Statement of Work 1-3

City of Opelika
February 28, 2019

- Work with the Project Engineer to ensure the integrity of the design during system installation and testing.
- Load the Console Licenses at the Core Site.
- Load the Dispatch Console Software, Configure the Consoles as per the requirement and optimize them.
- Configure the TNCT files, upload the new Router and Switch Configs.
- Participate in the testing of the system at the Customer Location.
- Make sure the supplied equipment installed per Motorola R56 installation and grounding guidelines and other applicable standards.
- Participate in project testing.

1.3 STANDARDS AND GUIDELINES

Motorola takes great care in designing our radio or console systems to meet or exceed the needs and safety of the users and the applicable industry standards. Motorola's end user equipment also exceeds many of the Military Standards for harsh environments. When shipping products and installing radio or console equipment, Motorola meets all the legally required standards and regulations.

Motorola shall be responsible for complete and fully operable installation of all items identified in accordance with FCC, FAA, EPA, ANSI, NFPA, NEMA, NEC, TIA, IEEE, EIA, Motorola R56, UL, local building codes, environmental laws, zoning and planning regulations or ordinances, land use restrictions, OSHA and state safety requirements, and all other local, state or Federal codes, regulations, laws and/or ordinances, as applicable. In the event there is a conflict between the referenced drawings, codes, specifications or standards, the most stringent will govern.

1.4 SITE CLEANUP

Motorola and its subcontractors shall clean-up and remove from the work site all rubbish and construction debris, resulting from their own work. Upon completion of work, the entire job site areas shall be left clean and free of trash, debris, scrap materials, and excess materials resulting from equipment installations. Upon completion of installation work, the radio equipment shelters and rooms shall be thoroughly cleaned to the satisfaction of the Motorola and Customer Project Managers. Motorola understands failure to comply with these requirements may result in the Customer contracting to have the inside and/or outside cleanup work performed at Motorola's cost.

1.5 QUALITY MANAGEMENT

It is the policy of Motorola to produce and provide products and services of the highest quality which are responsive to the needs of our customers. Motorola has a well-established reputation for designing and developing high quality products and systems, on schedule, and within budget. Motorola adheres to the International Standards Organizations (ISO) quality standards.

MCC7500 Console Relocation and Two Position Add

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Statement of Work 1-4

1.6 SAFETY AND HEALTH

- Motorola holds safety as paramount, at no time shall any operation, task or evolution be undertaken or continued if deemed hazardous to the personnel, equipment or community. All safety practices shall be put in place and compliance with all local, state and federal laws and regulations shall be maintained. Motorola and its subcontractors shall follow the following guidelines at all times during system installation:
- Work area will be posted in accordance with OSHA regulations (i.e. medical aide, hard hat, safety glasses ...).
- All personnel shall be compliant with OSHA regulations, and fully trained for the type of work to be performed.
- All team members shall ensure that the workplace is maintained clean and free of safety hazards.
- All trash and install debris shall be removed daily.
- A safety and security check will be conducted at the close of the workday.

1.7 PROJECT PUNCH LIST

Motorola PM will be responsible for creating, maintaining, and distributing a project punch list throughout the project life-cycle (Contract Award to Final Acceptance). The punch list will be maintained in "real" time and distributed to all key project participants.

1.8 STATUS REPORTING

Motorola Project Manager will submit bi-weekly status reports to the City Project Manager by close of business each Friday until final acceptance. Report shall include the following:

- Updates to project plan/schedule.
- Major milestone schedule with explanation to any expected changes.
- Summary of completed and planned work/objectives.
- Problems encountered or anticipated, impact on performance/schedule, and planned resolution.
- Review of any requested waivers or deviations from project plan, schedule, scope, etc.
- Review of new or existing Change Orders.

1.9 EXISTING SYSTEM INTERRUPTIONS

Motorola understands that the existing system(s) will be in full operation at time of installation and implementation of the new system. Motorola and its employees, agents, subcontractors, or servants will take every precaution as necessary to prevent any interruptions to the existing system(s). Motorola shall give City of Opelika proper notifications of any planned downtime. Motorola shall not proceed with any planned downtime until proper approvals have been received from City of Opelika Project Manager.



City of Opelika
February 28, 2019

1.10 EQUIPMENT INVENTORY AND STORAGE

Motorola will be responsible for inspecting and inventorying all Motorola provided equipment.

Customer will be responsible for providing local ship address and climate controlled storage for which equipment can be inventoried and stored until needed.

1.11 EQUIPMENT REMOVALS

Motorola shall remove existing, decommissioned equipment and relocate to a Customer provided local address. Motorola will provide the City Project Manager detailed inventory of equipment removed that will include make, model, and serial numbers. Removal of equipment will not take place until approved by the Customer.

1.12 CHANGE ORDERS

Either Party may request changes within the general scope of the award contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

MCC7500 Console Relocation and Two Position Add



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Statement of Work 1-6

City of Opelika
February 28, 2019

SECTION 2

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
2	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
4	B1912	MCC SERIES DESKTOP SPEAKER
4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
4	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
4	RMN5080B	SUPRAPLUS NC DUAL MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	T7885	MCAFEES WINDOWS AV CLIENT
2	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)
2	CDN6673	PC DESKTOP SPEAKERS
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	SQM01SUM0273	MASTER SITE CONFIGURATION

MCC7500 Console Relocation and Two Position Add

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Equipment List 2-1

Attachment: 4-2-19 - MOTOROLA SERVICE AGREEMENT - PD - CNCL PKT (071-19 : Purchase-Motorola Service Agreement-State Contract-PD)

City of Opelika
February 28, 2019

QTY	NOMENCLATURE	DESCRIPTION
1	CA02629AD	ADD: EXPAND 7.18 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)

MCC7500 Console Relocation and Two Position Add



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Equipment List 2-2

Attachment: 4-2-19 - MOTOROLA SERVICE AGREEMENT - PD - CNCL PKT (071-19 : Purchase-Motorola Service Agreement-State Contract-PD)

City of Opelika
February 28, 2019

SECTION 3

PRICING SUMMARY

Description	Price (\$)
Equipment	\$78,067.00
Services	\$93,000.00
State of Alabama T300 Contract Discounts	<\$7,806.00>
Management Purchasing Incentive	<\$23,867.00>
Total	\$147,500.00

MCC7500 Console Relocation and Two Position Add

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Pricing Summary 3-1

Attachment: 4-2-19 - MOTOROLA SERVICE AGREEMENT - PD - CNCL PKT (071-19 : Purchase-Motorola Service Agreement-State Contract-PD)

EXHIBIT "B"

Communications System and Services Agreement
between the City of Opelika, Alabama and Motorola Solutions, Inc.

City of Opelika
February 28, 2019

SECTION 4

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

MCC7500 Console Relocation and Two Position Add



Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Contractual Documentation 4-1

Attachment: 4-2-19 - MOTOROLA SERVICE AGREEMENT - PD - CNCL PKT (071-19 : Purchase-Motorola Service Agreement-State Contract-PD)

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Opelika ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 2-28-2019

C-2 "Pricing Summary & Equipment List" dated 2-28-2019

C-3 "Implementation Statement of Work" dated 2-28-2019

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or

applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

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

law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$147,500.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____
 Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
 Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
 Address: _____
 Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents,

the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment

under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the

rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally

awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of

the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties

had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Opelika ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**PAYMENT SCHEDULE**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract design review;
2. 50% of the Contract Price due upon shipment of equipment;
3. 15% of the Contract Price due upon installation of equipment; and
4. 10% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

13.7.a

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T3004020001

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2018

Procurement Folder: 699038

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/02/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

ISSUER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

BUYER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION

TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046539: Motorola Solutions Inc.

1301 E Algonquin Road

Schaumburg IL 60196

Contact:

Tom Henderson
5042280631
tom.henderson@motorolasolutions.com

COMMODITY / SERVICE INFORMATION

13.7.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA

15 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000,
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000, APX 4000 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOBILE, APX 1500, APX 4500
 RADIO, TWO-WAY, MOTOROLA, MOBILE, APX 1500, APX 4500 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500,
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500, APX 8500 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TWO-WAY, MOTOROLA, MOTOTRBO, PORTABLE

RADIO, TWO-WAY, MOTOROLA, MOTORBO, PORTABLE SUBSCRIBER

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED RADIO EQUIPMENT

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA

28 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 SOFTWARE, TWO-RADIO, MOTOROLA
 SOFTWARE, TWO-RADIO, MOTOROLA

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY

RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY SUPPLIER PRODUCTS
(NON-MOTOROLA VENDOR PRODUCTS)

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND TH
DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
RADIO, TWO-WAY, MOTOROLA, INSTALLATION
RADIO, TWO-WAY, MOTOROLA, INSTALLATION SERVICES

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND TH
DISCOUNTED PRICE.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 072-19

Purchase-Motorola NICE NIR8 Logging Recorder-State Contract-PD**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING PROPOSAL FOR PURCHASE,
INSTALLATION AND CONFIGURATION OF A NICE LOGGING
RECORDER FROM MOTOROLA SOLUTIONS, INC., AND APPROVING
COMMUNICATIONS SYSTEMS AND SERVICES AGREEMENT
BY AND BETWEEN MOTOROLA SOLUTIONS, INC.
AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) operates an E-911 System which is restricted to emergency calls that may result in dispatch of appropriate response for fire suppression, emergency medical services, law enforcement activities, hazardous materials, disaster and emergency occurrences; and

WHEREAS, 911 calls are digitally recorded and must be kept for at least three (3) years; and

WHEREAS, the City owns and operates an 800 MHz trunk radio system (the “System”) manufactured by Motorola to provide continuous support to public safety and to other mission-critical users; and

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

WHEREAS, the City uses a NICE radio logging recorder to record and archive E-911

calls; and

WHEREAS, the NICE IP radio recorder is an integral part of the Motorola MHz radio system; and

WHEREAS, the current radio recorder has exceeded its life cycle and is in need of replacement; and

WHEREAS, the NICE NIR8 Recorder is a reliable state-of-the-art and secure recording system that can be monitored through the Motorola Solutions' monitoring network to provide engineering support and remote troubleshooting capabilities; and

WHEREAS, the City desires to purchase the NICE NIR8 Recorder as an integral part of its 800 MHz trunking system; and

WHEREAS, a proposal for the purchase, installation and configuration of a NICE NIR8 Recorder (the "Proposal"), a copy of which is attached hereto as Exhibit "A", has been prepared by Motorola Solutions, Inc., ("Motorola") and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Proposal; and

WHEREAS, a Communications System and Services Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit "B", has been prepared by Motorola and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, Lee County E-911 has agreed to contribute the sum of \$75,000 to be applied to the contract price, estimated to be approximately \$142,100, leaving a balance of

\$67,100 to be paid by the City.

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

1. That the Proposal for the purchase, installation and configuration of the NICE NIR8 radio Logger submitted by Motorola, a copy of which is attached hereto as Exhibit “A”, is hereby approved and accepted in the form substantially submitted to the City Council.

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

3. That the Communications System and Services Agreement to be entered into between the City and Motorola, a copy of which are attached hereto as Exhibit “B”, 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.

4. That the Mayor is hereby authorized and directed to execute and deliver said Agreement and such other ancillary and related documents as may be necessary or appropriate in order to carry into effect the purpose and intent of said Agreement and to carry out fully the transactions contemplated therein on behalf of the City.

5. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name

and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Proposal and Agreement.

6. That the City's share of the contract price to be paid to Motorola under the Agreement, estimated to be approximately \$67,100, is not budgeted and shall be paid from the Unassigned Fund Balance. The Controller is hereby authorized and directed to make the appropriate budget adjustments necessary to carry out the transactions contemplated by this Resolution and the attached documents.

7. If Lee County E-911 defaults on its portion of the contract price, the City agrees to be responsible for the payment of the balance of the contract price which amount shall be paid from the Unassigned Fund Balance.

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

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

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

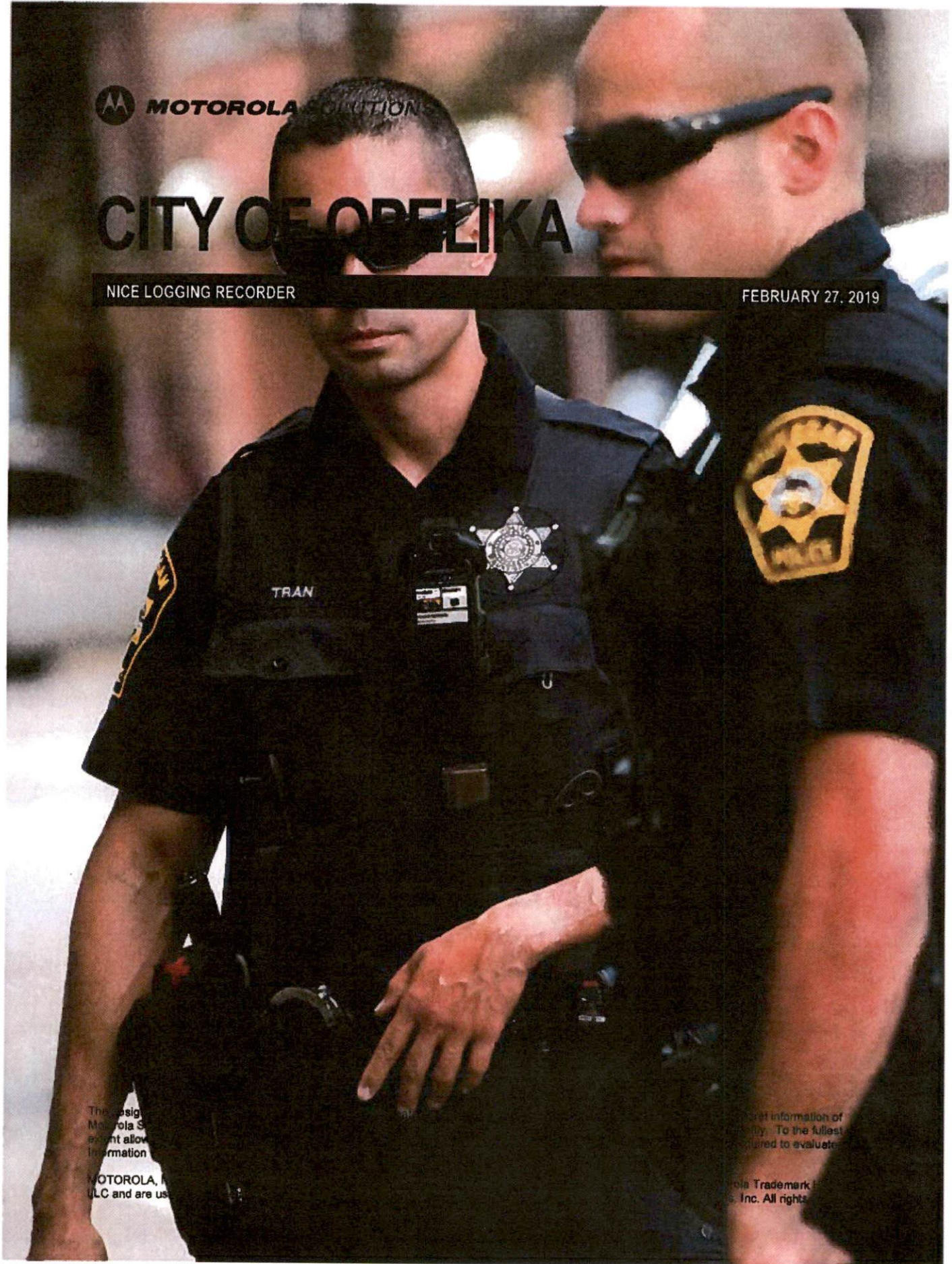
 PRESIDENT OF THE CITY COUNCIL OF THE
 CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

EXHIBIT "A"

**Proposal Submitted by Motorola Solutions, Inc. for the Purchase,
Installation and Configuration of NICE RIR8 Radio Logger**



MOTOROLA SOLUTION

CITY OF OPELIKA

NICE LOGGING RECORDER FEBRUARY 27, 2019

This design
Motorola Solution
might allow
information

MOTOROLA, INC.
LLC and are used

secret information of
city. To the fullest
extent to evaluate

Motorola Trademark
Inc. All rights

Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

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SECTION 1

STATEMENT OF WORK

Motorola Solutions is proposing to the City of Opelika the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Opelika PD	NICE NIR8 Recorder and Inform R8 Professional for Playback of Calls.

The document delineates the general responsibilities between Motorola Solutions and City of Opelika as agreed to by contract.

1.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Install and configure the NICE Logger as described above.
- Schedule the implementation in agreement with City of Opelika.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide City of Opelika with the appropriate system interconnect specifications.

1.2 CITY OF OPELIKA RESPONSIBILITIES

City of Opelika will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for City of Opelika include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections
- City of Opelika will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Opelika vendors or other contractors.

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.

NICE Logging Recorder



Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Statement of Work 1-1

City of Opelika
February 28, 2019

- Any site/location upgrades or modifications are the responsibility of City of Opelika.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Opelika.
- Any required system interconnections not specifically outlined here will be provided by City of Opelika. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the City of Opelika system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

1.3 NICE SYSTEM TERMS & CONDITIONS

The following section outlines, in general terms, the various responsibilities and actions that NICE assumes as part of the services proposed in this quote. Further, it seeks to outline responsibilities of the customer and/or partner. This document is designed to be for information purposes only. Implementation details specific to each project will be provided by a NICE Project Manager during the project kick-off meeting. NICE assigns a Project Manager after receipt of a Services Purchase Order.

Similarly, the outline below is oriented toward installing systems. While much of it may also be applicable to other project types, such as upgrades, moves, expansion and other changes, this document is not designed to address the individual characteristic of those project types.

This document will also provide a brief overview of the tasks and responsibilities that are not included in the proposal and are assumed to be the responsibility of the Partner or Customer. For additional details on this subject, please refer to the Assumptions and Dependencies tab in this quote.

NICE SYSTEMS REMOTE PROJECT MANAGEMENT

- NICE will assign a Project Manager to a project within 7 business days of receiving a services Purchase Order.
- NICE PM will initiate and participate in a Project Kick-off meeting.
- NICE PM will work with Motorola to establish mutually agreed project implementation dates, related milestones, and project cadence.
- NICE PM will provide Motorola with site-prep requirements/documentation. This will be reviewed during kick-off and mutually agreed/confirmed between NICE and the Partner.
- NICE PM will assign a project implementation resource (NICE Internal Process) and book that resource according to the agreed upon schedule.

NICE IMPLEMENTATION TASKS AND RESPONSIBILITIES

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

NICE Logging Recorder

1-2 Statement of Work

Motorola Solutions Confidential Restricted 

City of Opelika
February 28, 2019

- All on-site work performed during normal business hours unless quote stipulates otherwise.
- Configure IP address/Hostname/Time (Per Server).
- Load all software on server hardware (mandatory third-party software (Microsoft O/S and SQL) and NICE software) – including relevant/mandatory Microsoft O/S patches and updates.
- Install interface cards if included in the solution.
- Load software and drivers for contact closure, if included in the solution.
- Load ANI/ALI software and related SQL ODBC Connector, if included in the solution.
- Install User Interface Application (either Inform or Inform Lite)
 - Install and configure all relevant software modules
 - Install Update Packs and Hot Fixes, as needed
 - Register Loggers and map channel/audio inputs
- Install SMNP Management, if included in the solution.
 - Configure Traps
 - Configure e-mail notifications
 - Register all system devices with the application.
- Configure archiving, as necessary.
 - Set up/Configure Share/UNC Path
 - Create Locations
 - Configure Rules.
- Perform and complete the system ITP.

Please note:

The demarcation point for the NICE equipment is the back of the server. NICE does not supply work or material associated with network cabling, audio feeds or data feeds. Racking and stacking the equipment is the responsibility of the owner of the rack (Motorola or customer). All server hardware supplied by NICE comes with standard HP rack-mounting equipment for 4-post racks and cabinets. If this is not suitable for the rack, it is the owner/provider of the rack that is responsible for supplying a suitable alternative.

The customer is responsible for providing power and an operating environment that allows the hardware to function within factory specifications and tolerances. This will be outlined in more detail the site-prep requirements document, supplied during the kick-off meeting.

TRAINING

Prior to Implementation, NICE P M will schedule on-site training at a date mutually agreed upon by all parties.

Please note that cancellations/rescheduling within 15 days of the agreed-upon training date will result in a cancellation fee.

The NICE PM will review the customer requirements for facilitating successful on-site training. In general terms, the following will be required:

- Comfortable conditions for 8-hour training sessions

NICE Logging Recorder

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

Statement of Work 1-3

City of Opelika
February 28, 2019

- Playback PC workstations connected to the Inform server (in adequate numbers)
- Projector connected to a Playback PC
- A whiteboard or flip chart is desirable

TASK SUMMARY

TASK	RESPONSIBILITY
Rack and stack equipment	Customer or Partner
Power (primary and back-up)	Customer or Partner
Network cabling and infrastructure	Customer or Partner
Audio cabling	Customer or Partner
Call data feeds (e.g. ANI/ALI)	Customer or Partner
Install Microsoft software	NICE
Install NICE software	NICE
Optimize NICE Servers	NICE
Install Anti-Virus Software	Customer or Partner
Training Facility	Customer or Partner
Training and documentation	NICE
Perform - Complete the ITP	NICE

ADDITIONAL NOTES

All projects are governed by the Terms and Conditions in the existing Servicer Subcontractor Agreement dated June 15, 2006 between NICE and Motorola. Below is a list of some of the most relevant T&C's:

- NICE invoices product on shipment
- NICE invoices services upon completion of the ITP
- (Motorola and customer are invited to participate in the ITP, but their participation is not mandatory)
- Payment terms are net 30 days.
- Some additional information. - Please allow up to 60 days for delivery (from date Purchase Order is received)

NICE IS COMMITTED TO CUSTOMER SATISFACTION.

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to the restrictions on the cover page.

1-4 Statement of Work

NICE Logging Recorder

Motorola Solutions Confidential Restricted 

City of Opelika
February 28, 2019

Upon completion of the ITP, if customer is not satisfied with the implementation, issues are addressed by NICE Support, rather than Implementation. NICE will make an effort to accommodate any implementation schedule, but NICE cannot guarantee availability of resources for the required dates when the services PO is received less than 8 weeks from the day required on-site.

NICE requires a minimum of 15 days' notice of cancellation of user training. Otherwise, cancellation fees may apply.

ADDITIONAL ASSUMPTIONS AND DEPENDENCIES

- Customer to provide detailed schematic of infrastructure, including details of all routers/switches for the data network relating to the recorder system and the mapping of phone lines in the system.
- The Customer/Partner must notify NICE of any compulsory Site Safety induction required for site access. Non-notification will result in project delays and incur additional services costs.
- The Customer/Partner must notify NICE of any compulsory server hardening policies.

CABINET AND RACK MOUNTING

- NICE recording hardware is designed for use with standard 19" four (4) post racks using a NICE supplied rail kit.
- All third-party servers ordered directly from NICE include rail kits for 4-post cabinet mounting.
- If third party servers are sourced by the Customer from a vendor other than NICE, all mounting hardware is the responsibility of the Customer.
- Whenever 2-post racks/cabinets are to be used, it is up to the supplier of the cabinet to provide appropriate shelving for all hardware purchased from NICE. NICE provides no shelving.
- NICE does not provide any rack hardware or cabling not specifically described in the attached proposal including cables, cable management devices or power distribution units.

FACILITIES (ELECTRICAL, HVAC AND DIMENSIONS)

- Customers are responsible for providing the required power for the proposed system including all associated wiring, hardware, outlets, grounding etc.
- Electrical connectors for all NICE recording systems are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.
- All electrical outlets for the proposed system should be located no more than three (3) feet from the rear of the equipment location.
- Customers are responsible for providing sufficient heat dissipation for the proposed system as defined in the attached environmental specifications.
- If Customer wishes to have parallel operation of new NICE system and legacy recording system, the Customer shall provide sufficient space (floor, rack, etc.) in work area.

NICE Logging Recorder

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Motorola Solutions Confidential Restricted

Statement of Work 1-5

City of Opelika
February 28, 2019

- The Solution is not certified for seismic activity and does not include any hardware or subsystems making it more [or less] susceptible to seismic activity.
- To ensure operation during a power failure, all recording equipment associated to the recording process should be protected by an Uninterruptable Power Supply (UPS). It is also recommended that the dual power supplies on the NICE supplied servers be connected to separate circuits for added protection.
- Customer is responsible for providing UPS backup to provide enough power to associated equipment for a minimum of five (5) minutes subsequent to loss of power.
- More information is available in the Rack Specifications below

DEMARICATION

- Unless specifically stated otherwise, the demarc will be defined as the back of the recorder and/or other server hardware that NICE provides.
- Customer is responsible for ensuring the availability and proper function of all audio for recording up to and including the demarcation point.
- Customer is responsible for ensuring the availability and proper function of any data feeds being utilized for capture by the recording system including but not limited to ANI/ALI, Caller ID, CTI, etc. up to and including the demarcation point whether hard point or LAN based.
- Customer is responsible for all wiring up to and including the demarcation point to include audio signaling, network and antennae (if required).
- All audio and LAN connections should be terminated within no more than ten (10) feet of the equipment location.
- Unless specifically stated and previously agreed by both parties, all telephony audio feeds for recording must be in two-wire format.
- All TDM inputs to be recorded must be presented to punch-blocks within 10 meters (30 feet) of the rear of the logger servers.
- Refer to the NICE IDD for details on supported cable lengths and distances between PBX and digital phone sets and the tap length to ensure cable distances are within specification for correct operation of the logger without disrupting phone operation.

INTERFACES

- The Customer is responsible for providing ANI/ALI data to the rear (demarc) of the NICE recorder or capture device server. If ANI/ALI is delivered via RS232 the cable supplied by the customer must be terminated in a DB9 FEMALE connector.
- Customer is responsible for providing a data capture file for ANI/ALI prior to confirmation of ANI/ALI driver operation.
- Customer is responsible for providing all necessary hardware, software, licensing and installation of CTI, CDR and SMDR feeds for any and all PBX's to meet the integration requirements.
- Unless otherwise specifically addressed and priced in the quote, NICE makes no implicit or explicit commitment to interface to any third-party software such as CAD, GIS, etc.

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to the restrictions on the cover page.

1-6 Statement of Work

NICE Logging Recorder

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LABOR

- Customer will ensure that all contracted union or other labor will NOT DELAY acceptance, unloading, delivery, locating and affixing system cabinets and components in designated space.
- The Customer is responsible for all aspects of Union or other labor negotiations, procurement, contracting, use and payment. If the Customer requires the use of union or other labor for part or all work to be performed, the Customer is responsible for this labor to accept, unload, deliver, locate and affix system cabinets and components, wire and otherwise "setup" system components (such as cables and wiring) under the direction of a NICE Implementation engineer. The cost of non-NICE labor is not reflected in this SOW.
- Customer will not require union or other "non-NICE" labor after siting (placement and wiring) of equipment.

INFORM

- Customer supplied replay workstations must support the Microsoft .NET infrastructure.
- Customer is responsible for all on-going management of all sub-systems in the solutions (e.g. NICE Recorder, MCC7500 IP Radio Logger, Inform, etc.); including database back-ups, archive management, etc.

NETWORK

- Customer is responsible for all data network infrastructure not purchased from NICE including (but not limited to) switches, hubs, bridges, routers, firewalls, external caching devices and cabling.
- NICE recorders and servers require a static IP address for each device.
- The Customer will provide one network connection (minimum CAT5/RJ45 cable) for each system component requiring network access.
- Network utilizes Microsoft's TCP/IP protocol stack.
- Network supports minimum 100BaseT Ethernet.
- Customer will provide signals from the Customer network on minimum CAT 5/6 (RJ45 terminated).
- LAN/WAN latency is assumed to be less than 30 milliseconds.
- Automated system processes such as automatic installation of patches, application pushes, automated anti-virus updates, etc. are not to be run on logging system components (loggers, servers, etc.), unless specifically addressed in this SOW
- The Customer is responsible for any Port spanning/mirroring or packet duplication to facilitate passive VOIP recording.
- The customer is responsible for any configuration of duplicate audio/SIP streams for "2N" or secondary recording system.

IMPLEMENTATION AND CUT-OVER

NICE Logging Recorder

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Statement of Work 1-7

City of Opelika
February 28, 2019

- If parallel recording is included in this proposal, will be the responsibility of the Customer to provide all duplicate/parallel connectivity and data feeds to enable the second/parallel system to capture the desired audio and associated data.
- NICE is not responsible for the moving or removal of legacy recording system.
- Customer is responsible for all replay workstations unless specifically stated otherwise.
- Customer will identify designated internal IT/Telephony/Network staff dedicated to the implementation of the Solution, in writing, prior to the commencement of the on-site implementation.
- For the installation/implementation of product, the Customer is responsible for notifying the identified NICE Point of Contact (POC) in writing at least seventy-two (72) hours in advance of schedule change or cancellation of services. Exception: Training (see below).
- For User Training, the Customer is responsible for notifying the identified NICE POC in writing at least fifteen (15) days in advance of the schedule change or cancellation.
- Customer will provide all required site clearances for NICE staff from commencement of project (i.e. project kickoff meeting) through project completion. Project completion is defined as completion of the ITP and transition of support to NICE Customer Support Center.
- Customer will designate an authorized representative to participate in the Installation Test Procedure ("ITP") in its entirety. This representative will be identified prior to start of on-site implementation.

PROJECT COMPLETION, POST IMPLEMENTATION, AND MAINTENANCE

- Customer will ensure that all radio, dispatch, telephony and network systems are available and fully operational prior to the arrival of the NICE equipment.
- Customer will ensure availability of designated staff to assist in commissioning/implementation issues within a reasonable time once notified by NICE staff that their assistance is required.
- Customer will provide reasonable and necessary access to all required equipment upon verbal or written request by NICE Staff within a reasonable time period upon request.

Customer is responsible for full-time system management subsequent to completion of implementation and training of Customer staff.

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to the restrictions on the cover page.

1-8 Statement of Work

NICE Logging Recorder

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Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

SECTION 2

SYSTEM DESCRIPTION

This Proposal to replace existing NPX with 48 channel all analog new NIR8 recorder and Inform R8 Professional for Playback of calls from the new NIR8 the existing 7.16 IP Logger which resides on the RNI and for historic audio playback from the existing NPX which will need to remain connected but not recording till the retention period has passed.

Currently the NPX and the IP Logger are not connected to the network and the services have been included in this proposal to connect the IP Logger and the NPX to the network.

NICE Logging Recorder



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System Description 2-1

Lee County E911
December 10, 2018

SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
48	TT06303AA	ADD: PROFESSIONAL RECORDING CHANNEL
30	TT06310AA	ADD: INFORM PRO PER ADD ON PER MATRIX CHANNEL PER RESOURCE
30	TT06305AA	ADD: ASTRO RECORDING CHANNEL
78	TT06313AA	ADD: INFORM PRO EVIDENCE COMPLIANCE PACK ORGANIZER AND MEDIA PLAYER
1	DDN2521	MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE
10	DDN2522	MS SQL 2016 64 BIT USER CLIENT ACCESS LICENSE
1	DDN2523	MYSQL SERVER LICENSE STANDARD EDITION
1	TT3290	SINGLE TELEPHONY RECORDER BASE BUNDLE
2	DDN2636	HP 6TB 6G SAS HDD for Gen10 ML350 or DL380
2	DDN2487	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE
2	DDN2502	CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS
1	DDN2662	Inform 8 Version Flag
1	CLN1856	2620-24 ETHERNET SWITCH
1	CA02638AB	ADD: FORTINET FIREWALL MANAGER 7.16

NICE Logging Recorder

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Equipment List 3-1

Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

City of Opelika
December 10, 2018

SECTION 4

PRICING

Motorola Solutions is pleased to provide the following equipment and services to City of Opelika:

Total Equipment and System Integration Services	\$142,100.00
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Note: The SI Services include engineering, installation, configuration, optimization, project management and first year warranty.

NICE Logging Recorder



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Pricing 4-1

Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

EXHIBIT "B"

Communications System and Services Agreement
between the City of Opelika, Alabama and Motorola Solutions, Inc.

Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

Lee County E911
December 10, 2018

SECTION 5

CONTRACTUAL DOCUMENTATION

Provided on the following pages.

NICE Logging Recorder



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to the restrictions on the cover page.

Contractual Documentation 5-1

Attachment: 4-2-19 - MOTOROLA NICE NIR8 LOGGING RECORDER - SOLE SOURCE - PD - CNCL PKT (072-19 : Purchase-Motorola NICE NIR8

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Opelika ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 2-28-2019

C-2 "Pricing Summary & Equipment List" dated 2-28-2019

C-3 "Implementation Statement of Work" dated 2-28-2019

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or

applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

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

law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$142,100.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____
 Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
 Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
 Address: _____
 Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents,

the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment

under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the

rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally

awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of

the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties

had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Opelika ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**PAYMENT SCHEDULE**

Motorola will invoice the Customer upon completion of the services and in accordance with the schedule below. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Total Purchase Price of \$142,100.00 will be paid by the following agencies:
\$75,000 to be paid by the Lee County 911 Emergency Communications District
\$67,100 to be paid by the City of Opelika

Each agency will be responsible for providing a purchase for their portion which will need reference the Motorola proposal dated 2-28-2019. Motorola will invoice each agency per their purchase order.

In the event that **Lee County 911 Emergency Communications District** defaults in payment, the liability will fall to the City of Opelika to cover their payment.

EXHIBIT D
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

13.8.a

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T3004020001

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2018

Procurement Folder: 699038

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/02/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

ISSUER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

BUYER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION

TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046539: Motorola Solutions Inc.
1301 E Algonquin Road
Schaumburg IL 60196

Contact:

Tom Henderson
5042280631
tom.henderson@motorolasolutions.com

COMMODITY / SERVICE INFORMATION

13.8.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA

15 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000,
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000, APX 4000 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOBILE, APX 1500, APX 4500
 RADIO, TWO-WAY, MOTOROLA, MOBILE, APX 1500, APX 4500 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500,
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500, APX 8500 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TWO-WAY, MOTOROLA, MOTOTRBO, PORTABLE

RADIO, TRO-WAY, MOTOROLA, MOTOTRBO, PORTABLE SUBSCRIBER

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED RADIO EQUIPMENT

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA

28 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 SOFTWARE, TWO-RADIO, MOTOROLA
 SOFTWARE, TWO-RADIO, MOTOROLA

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY

RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY SUPPLIER PRODUCTS
(NON-MOTOROLA VENDOR PRODUCTS)

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
RADIO, TWO-WAY, MOTOROLA, INSTALLATION
RADIO, TWO-WAY, MOTOROLA, INSTALLATION SERVICES

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 073-19

Purchase-Faro 3D Forensic Laser Scanner-Sole Source-PD**RESOLUTION NO. _____****RESOLUTION ACCEPTING PROPOSAL FOR PURCHASE,
OF A S70 LASER SCANNER FROM FARO TECHNOLOGIES, INC.**

WHEREAS, Faro Technologies, Inc., (“Faro”) develops, manufactures and markets 3D computer-aided measurement and imaging devices and software; and

WHEREAS, Faro devices are used for accident reconstruction and crime scene investigation; and

WHEREAS, the Opelika Police Department desires to purchase a 3D Faro Focus S70 Laser Scanner to reduce the time and increase the accuracy and effectiveness of documenting, measuring and analyzing accidents and crime scenes; and

WHEREAS, Faro is the sole provider of Faro’s 3D Forensic Laser Scanner, software, warranty, annual calibration and training programs; and

WHEREAS, a proposal for the purchase of a 3D Faro Focus S70 Laser Scanner and software, maintenance service, warranty, annual calibration and training programs (the “Proposal”), a copy of which is attached hereto as Exhibit “A”, has been prepared by Faro 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 Proposal; and

WHEREAS, the Police Chief has certified that sufficient funds are available in the Jail Account to cover all costs associated with the Proposal.

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

1. That the Proposal for the purchase of the 3D Faro Focus S70 Laser Scanner, software, warranty, maintenance, annual calibration and training programs submitted by Faro, a copy of which is attached hereto as Exhibit “A”, is hereby approved and accepted in the form substantially submitted to the City Council.

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

3. That the Mayor is hereby authorized and directed to execute and deliver said Proposal and such other ancillary and related documents as may be necessary or appropriate in order to carry into effect the purpose and intent of said Proposal and to carry out fully the transactions contemplated therein on behalf of the City.

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

5. That the contract price to be paid to Faro under the Proposal, estimated to be approximately \$66,047.44, is not budgeted, but sufficient funds are available in the Jail Account.

The Controller is hereby authorized and directed to make such appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this Resolution and the attached Proposal.

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

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

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

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

ATTEST:

CITY CLERK

EXHIBIT "A"

Page: 1



FARO Technologies Inc
 250 Technology Park
 Lake Mary FL 32746-7115
 Phone No: (407)333-9911X1205
 Fax No:
 Email: Cynthia.Clarke@faro.com

Remit to:
 FARO Technologies, Inc.
 P.O. Box 116908
 Atlanta, GA 30368-6908

Quotation No: 20251855
Quote Date: 02/28/2019
Expiration Date: 04/04/2019
Regional Manager: Dennis Sweet
Account Manager: Dennis Franckowski
Sales Support: Cynthia Clarke
Ship: Ground
Payment Terms: Net due in 30 days
 with approved credit
Delivery Terms: EXW ORIGIN
Delivery Date: 4-6 Weeks

Bill To :
 Opelika Police Department
 ACCOUNTS PAYABLE#P.O.
 BOX 390
 OPELIKA AL 36803
 US

Ship To :
 Opelika Police Department
 Josh Smith
 ACCOUNTS PAYABLE#P.O.
 BOX 390
 OPELIKA AL 36803
 US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner FocusS 70 ships with: 1x FocusS 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate, 1 year manufacturer guarantee and a quick start guide. Please notice: the lead-time may take up to 10 weeks or more after receipt of written order.	33,315.87	0.00	33,315.87
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.	997.42	0.00	997.42

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Attachment: 4-2-19 - FARO 3D FORENSIC LASER SCANNER - SOLE SOURCE - CNCL PKT (073-19 : Purchase-Faro 3D Forensic Laser Scanner-



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	525.94	0.00	525.94
					
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,305.79	0.00	1,305.79
1	SOFTS0900	3D_SW_SC_Scene FARO SCENE Software. Process, register, view and work on 3D Laser scan data. Includes 1-year of software maintenance	5,540.55	0.00	5,540.55
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	0.00	120.90
1	SOFT51002-XGD	FARO Zone 3D Advanced Crossgrade Customer loyalty pricing for existing FARO software customers who want to switch to FARO Zone 3D Advanced with point cloud compatibility. Includes one (1) year of maintenance.	1,355.59	0.00	1,355.59
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	0.00	120.90



Page: 3
Quote no. 20251855

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of Laser Scanner.	0.00	0.00	0.00

Order Total:	43,282.96
Shipping Total:	0.00
Total in USD:	43,282.96



Suggested Optional Items

Qty	Item No.	Description	Unit Price	Discount	Unit Price
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.#	9,130.00	0.00	9,130.00
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Three-year Standard warranty extension/renewal includes (3) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center.	8,368.86	0.00	8,368.86
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Extends the 1 year standard maintenance by 3 years. Scope of service according to the conditions of the SCENE maintenance contract.	2,303.27	0.00	2,303.27
3	SMA51002	FARO Zone 3D Advanced Maintenance FARO Zone 3D Advanced annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan.	987.45	0.00	2,962.35

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Captain Edward T Clark

VENDOR FARO TECHNOLOGIES

PRODUCT/SERVICE FARO FOCUS LASER SCANNER

Estimated annual expenditure for the commodity or service \$ 66,047.44

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

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). YES
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). NO
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____
4. This is the only known item or service that will meet the specialized needs of the Police Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) NO
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

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

DEPARTMENT HEAD SIGNATURE John W. Eachus III
DEPARTMENT/DIVISION/DATE POLICE 03/26/19

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) acp 3/26/19

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

Attachment: 4-2-19 - FARO 3D FORENSIC LASER SCANNER - SOLE SOURCE - CNCL PKT (073-19 : Purchase-Faro 3D Forensic Laser Scanner-

Staff Services Division

Opelika Police
Department

Memo

To: Purchasing
From: Captain Ed Clark
Date: March 26, 2019
Re: Sole Source

The purpose of this memo is to justify the purchase of the FARO Focus Laser Scanner from a sole source vendor. This is specialized equipment that is solely manufactured and sold by FARO Technologies Inc. The equipment is used for the purpose of scanning and producing 3D imaging of both accident and crime scenes. The scanner will increase the effectiveness of documenting, measuring and analyzing forensic scenes, reducing time spent at the scene and will recreate the scene in 3D with an accuracy with 1 cm.

Captain Ed Clark


FARO Technologies

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

 Nasdaq: FARO
www.FARO.com

To Whom It May Concern:

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus M, S, and 3D models, FARO ScanPlan™, SCENE software, FARO Zone 3D and FARO Zone 2D software. FARO is also the sole provider of hardware and software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, Scene Software and FARO Zone software. FARO is the sole source for its GSA product pricing for the above products and services.

FARO Technologies was founded in 1981 and is a global leader of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida with European regional headquarters in Stuttgart, Germany and Asia/Pacific regional headquarters in Singapore. FARO has branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, Italy, Poland, Netherlands, India, China, Singapore, Malaysia, Vietnam, Thailand and Japan.

As the world's most trusted source for 3D measurement, imaging and realization technology, FARO develops and markets computer-aided measurement and imaging devices and software. Technology from FARO permits high-precision 3D data capture, measurement, imaging and comparison. The devices are used for inspecting, planning and documenting spaces or structures in 3D including law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post blast investigation, fire and security pre-plans, bullet trajectory, bloodstain pattern analysis, and virtual reality.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners significantly reduce the time and increase the effectiveness of documenting, measuring, and analyzing forensic scenes. FARO Focus Laser Scanners deliver a unique combination of advantages including lightweight, affordability, and precision. FARO is also the sole manufacturer of the FARO ScanPlan™, a lightweight handheld mapper enabling Public Safety and Security professionals to quickly capture and visualize 2D floor plans. Further, FARO is the only developer and supplier of FARO Zone 3D and 2D software leveraging technology from its acquisitions of CAD Zone and ARAS 360° software companies. Known for our commitment to service, FARO prides itself with having service and support personnel around the world with law enforcement expertise.

FARO's 3D Forensic Laser Scanning Solution is a fully integrated system designed specifically for Public Safety and Forensic applications. The solution integrates FARO's Focus Laser Scanner, certified Advanced Forensic Training program for crash, crime, fire, and security professionals, maintenance, warranty, SCENE point cloud optimization suite, and exclusive FARO Zone 3D software package with advanced forensic tools including Blood Stain Analysis, Bullet Trajectory, Fire, Explosion, and extensive Crash analysis tools such as Crush, Linear Momentum Analysis, Skid Analysis, Critical Speed Yaw, and Slope Calculator. Unique features of this system include:

- Digital Signature - encrypted security to all raw scans by hashing data at the time of capture. Only FARO customers can show that their raw scan data has not been altered from the time the scans were captured.
- FARO Laser-HDR™ (patent pending) feature in SCENE 2018 improves on conventional multi-exposure HDR techniques by intelligently combining a laser scan image and a photograph through a proprietary FARO process.

With hundreds of thousands of units sold and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, federal governments, various intelligence organizations, the US military, and many state and municipal law enforcement agencies.

Kind Regards,

Jeff Ruiz | Vice President | Public Safety Forensics
 Nasdaq: FARO | jeff.ruiz@faro.com | www.faro.com

Tax ID: 59-3157093 • DUNS: 61-730-8929 • CAGE: 0VGY2 • ISO Certified • GSA Schedule 84 Contract GS-07F-197GA

RESOLUTION NO. 074-19

Refund Request-Hubbard, Occupational License Fees.

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$1,041.89 can be printed payable to Patrick Hubbard, 1510 Piedmont Dr., Auburn, AL 36830 for the refund of occupational license fees withheld in error.
- 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 _____ 2019.

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

ATTEST:

R. G. Shuman, CMA
City Clerk - Treasurer

RESOLUTION NO. 075-19

Refund Request-Hataway, Occupational License Fees.

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$1,098.22 can be printed payable to Steve Hataway, 328 Lee Road 504 Phenix City, AL 36870 for the refund of occupational license fees withheld in error.
- 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 _____, 2019.

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

ATTEST:

R. G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 076-19

Alabama Recycling Grant Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA AND AUBURN UNIVERSITY FOR RECYCLING FUND GRANT**

WHEREAS, the Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure under the Alabama Recycling Funds Grant Program; and

WHEREAS, a grant in the maximum amount of \$167,950 was awarded to East Alabama Recycling Partnership by ADEM for the period from October 1, 2018 through September 30, 2019; and

WHEREAS, East Alabama Recycling Partnership will be reimbursed for (1) purchase of containers and tote bins for Lee County's drop-off recycling program, (2) purchase of an automated side loader and additional carts for Opelika's recycling program as well as cardboard trailers for public buildings and businesses, and (3) purchase of classroom recycling bins as well as recycling containers for hallways and communal areas on Auburn University's campus; and

WHEREAS, the City of Opelika will serve as the administrator of grant funds and will be responsible for compliance with state and applicable local solid waste management plans and regulations; and

WHEREAS, a proposed Alabama Recycling Fund Grant Agreement (hereinafter the "Agreement") between the City of Opelika and Auburn University, as a subrecipient of recycling grant funds, has been prepared and submitted to the City Council for approval and the City

Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Alabama Recycling Fund Grant Agreement to be entered into by and between the City of Opelika and Auburn University, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

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

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

ATTEST:

CITY CLERK

EXHIBIT "A"

Agreement No.: ARF18-05-154AUSUB

AGREEMENT
between
THE CITY OF OPELIKA
and
AUBURN UNIVERSITY

THIS AGREEMENT, made and entered into by and between The City of Opelika ("OPELIKA") and Auburn University ("AU").

WITNESSETH THAT:

WHEREAS, OPELIKA has undertaken certain efforts pursuant to the Grant Agreement awarded by the Alabama Department of Environmental Management (ADEM) under the Alabama Recycling Fund Grant Program which is attached hereto and incorporated herein as Attachment A; and

WHEREAS, AU represents that it is able and willing to undertake a portion of said efforts as hereinafter set forth;

NOW THEREFORE, in consideration of the premises as well as the mutual obligation of the parties herein made and undertaken, the parties do hereby mutually agree as follows:

Article 1. STATEMENT OF WORK

AU shall use its best efforts to perform the obligations identified in the Grant Agreement.

Article 2. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be October 2018 through September 2019, unless amended by duly executed amendment to this Agreement or terminated in accordance with this Agreement.

Article 3. COMPENSATION AND PAYMENT

This is a cost-reimbursement agreement. The maximum level of allowable costs, which AU may incur pursuant to this Agreement, is \$4,889.00. This amount represents OPELIKA's maximum liability under this Agreement. Allowable costs will be determined in accordance with OMB Uniform Guidance 2CFR Part 200.

The approved Project Budget – Allocation of Funds to AU is attached hereto and incorporated herein by reference as Attachment B. Any and all changes, including date extensions to this Agreement must have the prior written approval of OPELIKA's Fiscal Officer.

AU shall submit semi-annual invoices supported by a statement of costs incurred by AU in the performance of this Agreement and claimed to constitute allowable costs under this Agreement. The statement shall show current costs and project-to-date costs for each category of expenditure. Not more than ninety percent (90%) of the amount obligated under this Agreement may be billed prior to the final invoice. The invoices shall reference Agreement No. ARF18-05-154AUSUB and shall be submitted to the following address:

Terry White
P.O. Box 390
Opelika, AL 36803

After receipt, OPELIKA will process the invoice as expeditiously as possible and make payment thereon. The final invoice shall be submitted promptly by AU following completion of the work and in no event later than forty-five (45) days from the date of such completion. Invoices submitted after this deadline may not be allowable for payment.

Article 4. OPELIKA'S REPRESENTATIVES

ADMINISTRATIVE CONTACT: Jon Hayes, 214 South 7th Street, Opelika, AL 36801 (334) 705-5182
jhayes@opelika-al.gov

TECHNICAL CONTACT: Terry White, 700 Fox Trail, Opelika, AL 36801 (334) 705-2090
tmwhite@opelika-al.gov

Article 5. TECHNICAL DIRECTION

Performance of the work hereunder shall be subject to the technical direction of the Technical Representative. Technical directions shall be in writing and signed by OPELIKA's Technical Representative. As used herein, technical directions are instructions to AU which provide details, specify required completion dates, suggest possible lines of inquiry, or otherwise complete the scope of the work identified in Article 1 of this Agreement and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or delivery schedule.

Attachment: Exhibit A (076-19 : Alabama Recycling Grant Agreement)

Agreement No.: ARF18-05-154AUSUB

Article 6. KEY PERSONNEL

The services of Victoreold Walker as AU's representative, are essential to the performance of this Agreement and are considered personal in nature; therefore, the duties, which are assigned, to the AU representative are non-delegable. Any replacement of the AU representative shall only be made upon the prior written concurrence of OPELIKA.

Article 7. AUDITS AND RECORDS

AU agrees to comply with the requirements of OMB Circular A-133. AU further agrees to provide OPELIKA with an annual certification that (1) the AU's financial systems comply with the intent of the requirements contained in OMB Circular A-133 and (2) the AU complies with generally accepted accounting practices.

AU shall maintain accounts, records, documents, and other evidence showing and supporting all costs incurred under this Agreement for a period of five (5) years from the date of final payment. AU agrees to promptly refund any disallowance's resulting from audit.

Article 8. INDEPENDENT CONTRACTOR

AU herein is an independent contractor, not a partner or joint venturer, and shall not act as an agent for OPELIKA. Nor shall it be deemed to be an employee of OPELIKA for any purposes whatsoever. AU shall not have any authority, either express or implied; to enter any agreement, incur any obligations on OPELIKA's behalf, or commit OPELIKA in any manner whatsoever without OPELIKA's express prior written consent.

Article 9. EFFECT OF GRANT AGREEMENT CHANGES

This Agreement is issued pursuant to the provisions set forth in the Grant Agreement. If the Grant Agreement is amended and the amendment causes this Agreement to be inconsistent with or contrary to the Grant Agreement, the parties hereto agree that they will, upon request, negotiate in good faith upon such amendments to this Agreement as may be necessary to make this Agreement consistent with the requirements of the Grant Agreement.

Article 10. ORDER OF PRECEDENCE

This Agreement consists of three (3) parts:

1. Agreement
2. Attachment A, Grant Agreement
3. Attachment B, Budget – Allocation of Funds to Auburn University

Any inconsistency in this Agreement shall be resolved by giving precedence in the same order as listed above.

Article 11. TERMINATION

Either party hereto may terminate this Agreement for convenience by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.

In case of termination, AU shall be reimbursed for all allowable costs incurred and noncancelable commitments made under the terms of this Agreement prior to such termination, but only to the extent that such costs and commitments are reimbursable to OPELIKA under the terms of the Grant Agreement. Payment shall be made upon submission to OPELIKA of an invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by OPELIKA's Technical Representative.

Article 12. NOTICES

Any notice required under this Agreement shall be in writing and addressed as follows:

If to OPELIKA:

Terry White, Director
Environmental Services
P.O. Box 390
Opelika, AL 36803
(334) 705-2090

If to AU:

Diane Anderson, Contracts & Grant Administrator
Office of Sponsored Programs
310 Samford Hall
Auburn University, AL 36849-5131
(334) 844-4438

Agreement No.: ARF18-05-154AUSUB

or to such other addresses as the party to be notified may designate from time to time in writing by like notice to the other party.

Article 13. ENTIRE AGREEMENT

This Agreement supersedes any previous oral or written agreements made by OPELIKA and AU regarding the work to be performed pursuant to the provisions of this Agreement. OPELIKA and AU acknowledge that this Agreement shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

OPELIKA

AU

Gary Fuller
Mayor

Jennifer L. Kerpelman
VP for Research & Economic Development

DATE: _____

DATE: _____

Attachment: Exhibit A (076-19 : Alabama Recycling Grant Agreement)

Agreement No.: ARF18-05-154AUSUB

Attachment A Grant Agreement

Attachment: Exhibit A (076-19 : Alabama Recycling Grant Agreement)

LANCE R. LEFLEUR
DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

KAY IY
GOVERNOR

November 13, 2018

Terry White
East Alabama Recycling Partnership
P.O. Box 390
Opelika, AL 36803-0390

Dear Mr. Terry White:

Enclosed is your copy of the 2018 Alabama Recycling Grants Program grant agreement for East Alabama Recycling Partnership. Please refer to the corresponding sections of this agreement for reporting and invoicing/payment requirements. Please note that the deadline for the first semi-annual report required by this grant agreement is April 15, 2019.

I will be your main point of contact at ADEM for the grant and encourage you to contact me with any questions you may have. You may reach me at (334) 271-7948 or via email to hayley.benson@adem.alabama.gov. Congratulations again on your grant award and I look forward to working with you in increasing recycling and waste minimization in Alabama.

Sincerely,


Hayley Benson
ADEM Recycling Program
Materials Management Section

HAB/
Enc

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1803 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite E
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

Attachment: Exhibit A (076-19 : Alabama Recycling Grant Agreement)

RESOLUTION NO. 077-19

Five (5) ADECA Grant Applications.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SUBMITTAL OF FIVE GRANT APPLICATIONS
TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS,
LAW ENFORCEMENT AND TRAFFIC SAFETY DIVISION**

WHEREAS, the East Central Alabama Highway Safety Office is located in City of Opelika, Alabama; and

WHEREAS, the City of Opelika, Alabama (the “City”) has been delegated the responsibility for administration of certain grant programs through the Alabama Department of Economic and Community Affairs, Law Enforcement and Traffic Safety Division for the following 18 counties in the East Central Region of Alabama: Lee, Macon, Elmore, Chambers, Tallapoosa, Coosa, Chilton, Randolph, Clay, Talladega, Shelby, Cleburne, Calhoun, St. Clair, Jefferson, Blount, Etowah and Cherokee; and

WHEREAS, the City intends to apply for grant funds (for the fiscal year beginning October 1, 2019 and ending September 30, 2020) for the following law enforcement and safety activities and in the following amounts:

- | | | |
|-----|---|--------------|
| (a) | Community Traffic Safety Program Administration Grant--
Fast Act | \$183,821.55 |
| (b) | 402 Selective Traffic Enforcement-Fast Act. | \$655,493.48 |
| (c) | Impaired Driving Hotspot Sustained Enforcement-Fast Act | \$243,822.08 |

(d) FY 2020 Click It or Ticket It Law Enforcement Campaign-Fast Act \$
70,724.64

(g) FY 2020 Drive Sober or Get Pulled Over Campaign-Fast Act \$
59,259.26

; and

WHEREAS, if awarded, the City will enter into grant agreements with the Alabama Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division for implementation of said grants; and

WHEREAS, if awarded, grant funds will be distributed to law enforcement agencies in the 18 counties in the East Central Alabama Region of the State of Alabama; and

WHEREAS, five (5) grant applications have been prepared and submitted to the City Council for approval as follows:

(a) Community Traffic Safety Program Administration Grant-Fast Act Application

(Exhibit “A”)

(b) 402 Selective Traffic Enforcement Grant-Fast Act Application (Exhibit “B”)

(c) Impaired Driving Hotspot Sustained Enforcement Grant-Fast Act Application

(Exhibit “C”)

(d) FY 2020 Click It or Ticket It Law Enforcement Campaign Grant-Fast Act
Application (Exhibit “D”)

(e) FY 2020 Drive Sober or Get Pulled Over Campaign Grant-Fast Act Application

(Exhibit “E”)

Collectively referred to as the “Grant Applications”; and

WHEREAS, the City Council has determined that it is now in the best interest of the City and its citizens to approve said grant applications.

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

1. That the City Council of the City of Opelika, Alabama, authorizes the submittal of the above grant applications to the Alabama Department of Economic and Community Affairs Law Enforcement and Traffic Safety Division

2. That the Mayor and the Controller (financial officer) are hereby authorized and empowered to execute in the name and on behalf of the City all grant documents, including, but not limited to, the grant applications, necessary to secure grant funds and to implement the above grant projects.

3. That the City agrees to act as the fiscal agent for the administration of the above-referenced grant programs.

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

5. That the Mayor and Controller are hereby authorized and directed to make all appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

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

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

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

ATTEST:

CITY CLERK

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail		3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail Gfuller@opelika-al.gov										
2. Implementing Agency Name City of Opelika Phone # 334-705-5150		Signature _____ Date: _____										
4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36801 Phone # 334-705-5455 Fax # E-Mail thenderson@opelika-al.gov		5. Financial Officer Name Cynthia Boyd - Controller Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov										
Signature _____ Date: _____		Signature _____ Date: _____										
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402 Funds - FAST Act										
8a. Project Start Date 10/1/2019		8b. Project Ending Date (estimated) 9/30/2020										
9. Name of the Project: (Brief Descriptive Title) FY 2020 Community Traffic Safety Program		<table border="1"> <tr> <td>10a. Grant Funds Requested</td> <td align="right">\$ 183,821.55</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td align="right">\$ 61,273.87</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td align="right">\$ 61,273.87</td> </tr> </table>		10a. Grant Funds Requested	\$ 183,821.55	10b. In-Kind Match Provided	\$ 61,273.87	10c. In-Kind Match Required	\$ 61,273.87			
10a. Grant Funds Requested	\$ 183,821.55											
10b. In-Kind Match Provided	\$ 61,273.87											
10c. In-Kind Match Required	\$ 61,273.87											
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)		12. DUNS Number: 831542035										
		13. Sam.gov Registration Expiration Date: 5/2/2019										
14. Congressional Districts Served:		One Served (3rd)										
15. Organization Type (Check one which applies) <table border="0"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>				☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency										
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company										
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual										
16. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Traffic Safety Office at The City of Opelika, Alabama is is requesting funding necessary to support operations of the Community Highway Safety Office for the (18) counties in the East Central Region of the State of Alabama. The staff of the Highway Safety Office will award funding to approved agencies for enforcement within the East Central region. These agencies will receive awards to provide enforcement such as checkpoints, line, or saturation patrols within their jurisdictions. Enforcement will be at "Hotspot" locations as identified by the University of Alabama CAPS division. Funding for this grant will begin October 1, 2019 and end September 30, 2020.												

Attachment: Exhibit A (1) (077-19 : ADECA Grant Applications)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail		3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@opelika.al.gov										
2. Implementing Agency Name City of Opelika Phone # 334-705-5150		Signature _____ Date: _____										
4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36803 Phone # 334-705-5455 Fax # E-Mail thenderson@opelika-al.gov		5. Financial Officer Name Cynthia Boyd - Controller Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov										
Signature _____ Date: _____		Signature _____ Date: _____										
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402 Funds - MAP-21										
8a. Project Start Date 10/01/19		8b. Project Ending Date (estimated) 09/30/20										
9. Name of the Project: (Brief Descriptive Title) FY 2020 Selective Traffic Enforcement Program		<table border="1"> <tr> <td>10a. Grant Funds Requested</td> <td>\$ 655,493.48</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td>\$ -</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td>\$ -</td> </tr> </table>		10a. Grant Funds Requested	\$ 655,493.48	10b. In-Kind Match Provided	\$ -	10c. In-Kind Match Required	\$ -			
10a. Grant Funds Requested	\$ 655,493.48											
10b. In-Kind Match Provided	\$ -											
10c. In-Kind Match Required	\$ -											
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)		12. DUNS Number: 831542035										
		13. Sam.gov Registration Expiration Date: 5/2/2019										
14. Congressional Districts Served:		One Served (3rd)										
15. Organization Type (Check one which applies) <table border="0"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>				☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
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☒ Local Government	☐ Private College or University	☐ Private For-Profit Company										
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual										

16. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for traffic enforcement within the (18) counties in the East Central Region of Alabama. This funding is made possible through our partnership with NHTSA and ADECA. Funding for this grant will focus on data-driven hotspot locations determined by the CAPS division at the University of Alabama. Agencies will receive funding for the total of 176 hotspot locations. This grant is for enforcement, which is above and beyond traffic enforcement provided by agencies in their day-to-day traffic operations. The total enforcement for this grant will provide is \$655,493.48 for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Attachment: Exhibit B (1) (077-19 : ADECA Grant Applications)

**Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690**

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail		3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@opelika-al.gov										
2. Implementing Agency Name City of Opelika Phone # 334-705-5150		Signature _____ Date: _____										
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Signature _____ Date: _____		Signature _____ Date: _____										
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA 405d - FAST Act										
8a. Project Start Date 10/1/2019		8b. Project Ending Date (estimated) 9/30/2020										
9. Name of the Project: (Brief Descriptive Title) FY 2020 Hot Spot Impaired Driving Enforcement Campaign		<table border="1"> <tr> <td>10a. Grant Funds Requested</td> <td align="right">\$ 243,822.08</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td align="right">\$ -</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td align="right">\$ -</td> </tr> </table>		10a. Grant Funds Requested	\$ 243,822.08	10b. In-Kind Match Provided	\$ -	10c. In-Kind Match Required	\$ -			
10a. Grant Funds Requested	\$ 243,822.08											
10b. In-Kind Match Provided	\$ -											
10c. In-Kind Match Required	\$ -											
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)		12. DUNS Number: 831542035										
		13. Sam.gov Registration Expiration Date: 5/2/2019										
14. Congressional Districts Served:		One served (3rd)										
15. Organization Type (Check one which applies) <table border="0"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>				☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency										
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company										
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual										

16. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at the 185 Impaired Driving Hotspots as identified by the CAPS Research and Development Program at the University of Alabama. Agencies will receive funding for enforcement at the above referenced 185 Impaired Driving Hotspot locations. Participating agencies will receive agreements to do checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis at the hotspot locations. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement this grant will provide is \$243,822.08 during the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Attachment: Exhibit C (1) (077-19 : ADECA Grant Applications)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 8/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@opelika-al.gov									
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Signature _____ Date: _____	Signature _____ Date: _____									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402 - FAST Act									
8a. Project Start Date 5/18/2020	8b. Project Ending Date (estimated) 5/31/2020									
9. Name of the Project: (Brief Descriptive Title) FY 2020 Click It or Ticket Law Enforcement Campaign	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">10a. Grant Funds Requested</td> <td style="width:10%; text-align: center;">\$</td> <td style="width:20%; text-align: right;">70,724.64</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	10a. Grant Funds Requested	\$	70,724.64	10b. In-Kind Match Provided	\$	-	10c. In-Kind Match Required	\$	-
10a. Grant Funds Requested	\$	70,724.64								
10b. In-Kind Match Provided	\$	-								
10c. In-Kind Match Required	\$	-								
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	12. DUNS Number: 831542035									
14. Congressional Districts Served:	13. Sam.gov Registration Expiration Date: 5/2/2019									
15. Organization Type (Check one which applies) <table style="width:100%; border-collapse: collapse;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								

16. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This funding is made possible through our partnership with NHTSA and ADECA. This grant will provide funding for law enforcement agencies to conduct checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis on educating the public on the importance of wearing seatbelts and child restraints. It is proven that wearing seatbelts and child restraints help prevent serious injury and/or death during a traffic crash. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement for this grant will provide is \$70,724.64 during the high visibility campaign will be conducted from May 18, 2019 through May 31, 2020. These dates are in conjunction with the National Click It or Ticket Campaign.

Attachment: Exhibit D (1) (077-19 : ADECA Grant Applications)

1A

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount _____ and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, Al 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail				3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, Al 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@opelika-al.gov												
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Signature _____ Date: _____				Signature _____ Date: _____												
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:				7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 405d - FAST Act												
8a. Project Start Date 8/14/2020				8b. Project Ending Date (estimated) 9/1/2020												
9. Name of the Project: (Brief Descriptive Title) FY 2020 Drive Sober or Get Pulled Over Enforcement Campaign				<table border="0"> <tr> <td>10a. Grant Funds Requested</td> <td>\$</td> <td>59,259.26</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td>\$</td> <td>-</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td>\$</td> <td>-</td> </tr> </table>				10a. Grant Funds Requested	\$	59,259.26	10b. In-Kind Match Provided	\$	-	10c. In-Kind Match Required	\$	-
10a. Grant Funds Requested	\$	59,259.26														
10b. In-Kind Match Provided	\$	-														
10c. In-Kind Match Required	\$	-														
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13. Sam.gov Registration Expiration Date: 5/2/2019																
14. Congressional Districts Served:				One served (3rd)												
15. Organization Type (Check one which applies)																
☐ State Agency		☐ Public College or University		☐ Private Not-for-Profit Agency												
☒ Local Government		☐ Private College or University		☐ Private For-Profit Company												
☐ Other Government Entity		☐ Public Not-for-Profit Agency		☐ Private Individual												

Attachment: Exhibit E (1) (077-19 : ADECA Grant Applications)

16. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at determined areas of concern within the East Cenral region. Agencies will receive agreements to do checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis on impaired driving concerns. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total overtime enforcement this grant will provide is \$59,259.26 during the blitz period from 8/14/2020 through 9/1/2020.

RESOLUTION NO. 078-19

Renew Lease Agreement with OHA - Senior Center

RESOLUTION NO. _____

**RESOLUTION APPROVING LEASE AGREEMENT WITH
THE HOUSING AUTHORITY OF THE CITY OF OPELIKA, ALABAMA FOR
PREMISES LOCATED AT 201 SAMFORD WAY**

WHEREAS, The Housing Authority of the City of Opelika, a public corporation (the “Authority”) is the owner in fee simple of the building located at 201 Samford Way, Opelika, Alabama 36801 (the “Premises”); and

WHEREAS, Lee-Russell Council of Governments operates a senior citizen’s center on the Premises which is available to individuals who are 60 or older; and

WHEREAS, the Opelika Senior Citizen’s Center serves as a focal point where an array of services is channeled to senior citizens, including social activities, nutrition education, health counseling, consumer education, recreation and exercise and hot meals; and

WHEREAS, for many years, the City has leased the Premises from the Authority and makes the Premises available to Lee-Russell Council of Governments for use as a senior citizen’s center; and

WHEREAS, the existing lease agreement between the City and the Authority expired on November 30, 2018; and

WHEREAS, the City desires to renew its lease with the Authority for an additional term of two (2) years; and

WHEREAS, a proposed Lease Agreement was prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Lease Agreement.

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

1. That the attached Lease Agreement to be entered into between the Authority, as Owner, and the City, as Tenant, a copy of which is attached hereto and marked as Exhibit “A” 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 Lease Agreement in the name and on behalf of the City and the City Clerk is hereby authorized and directed to attest the same.

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

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

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

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

ATTEST:

CITY CLERK

LEASE AGREEMENT

THIS LEASE, made this the 18th day of March, 2019, by and between **Opelika Housing Development, Inc.** (hereinafter referred to as "Owners"), and **The City of Opelika, Alabama** (hereinafter referred to as "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants herein, Owners do lease to Tenant, and Tenant does hereby lease from Owners the premises located at 201 Samford Way, Opelika, Alabama in the City of Opelika, State of Alabama **UNDER THE TERMS AND CONDITIONS THAT FOLLOW:**

ARTICLE I

TERMS OF THE LEASE

The term of this lease shall be Two (2) years beginning on the 1st day of April, 2019, and ending on the 31st day of March, 2021.

ARTICLE II

RENT

Tenant agrees to pay Owner **Four Hundred and No/100 (\$400.00) Dollars** in advance on the first day of the month in a manner and a location prescribed by Owners. Payments not received by the fifth (5th) day of the month will be subject to a late charge equal to ten percent (10%) of the required monthly rental payment. The late charge, when assessed, shall constitute an additional obligation of Tenant which is subject to the terms and conditions of this lease.

ARTICLE II-A

SECURITY DEPOSIT

Upon the execution of this Lease, Tenant shall pay the Owners **Four Hundred and No/100 (\$400.00) Dollars** to be held as security for the payment of rent and the faithful performance by Tenant. Owners may use the security deposit to repair any damage to the premises caused by the Tenant or its guests, and to clean the Premises upon termination of the Lease. The security deposit shall be held and applied as provided by the laws for the State of Alabama. The security deposit may not be applied by the Tenant to the payment of rent. If the Tenant fully performs its obligation hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

ARTICLE III**ASSIGNMENT AND SUBLETTING**

Tenant shall not sublet the premises or assign the lease in whole or part without the prior written consent of Owners. If such consent is obtained, Tenant agrees to abide by Owners' policies regarding sublet and assignment and pay all reasonable fees associated with such action. In all cases of sublet or assignment, Tenant shall not be discharged from obligations under this lease.

ARTICLE IV**POSSESSION**

Owners agree to keep Tenant in quiet possession of the premises provided that Tenant complies with all the stipulations of this lease.

ARTICLE V**MAINTENANCE**

Owners agree to maintain the premises in good repair provided that Tenant promptly informs Owner of items in need of repair. Tenant agrees to pay the cost of repairs determined by Owner, based on supporting evidence, to be the result of neglect or misuse on the part of the Tenant. TENANT AGREES TO PAY THE COST OF REPAIR AND REPLACEMENT, INCLUDING LABOR AND MATERIALS, ASSOCIATED WITH THE FOLLOWING ITEMS: Glass breakage, light bulb replacement, lost keys, and locks broken by misuse. Tenant further agrees to maintain the curtilage of the premises, including, but not limited to, keeping the grass mowed, shrubs trimmed to an acceptable level, and the lawn generally manicured.

ARTICLE VI**ALTERATION TO THE PREMISES**

Tenant agrees to make no alterations, in any form, without the prior written consent of Owners. In the event that Tenant violates this covenant, Tenant agrees to bear all costs associated with returning the premises to their original condition that existed upon taking possession.

ARTICLE VII

USE

Tenant agrees to use the premises as a residence and for no other purpose. Tenant agrees to comply with all laws and city ordinances affecting the premises and to use the premises for only lawful purposes. Tenant shall allow no persons to occupy the premises other than those identified in this lease. Tenant shall not commit waste or neglect of the premises or allow others to do so. Upon termination of this lease, Tenant shall surrender the premises in the same condition as when possession was taken with the exception of normal wear and tear.

ARTICLE VIII

DEFAULT

In the event Tenant violates any of the terms, conditions, or covenants of this lease, Tenant shall, at Owners' option, be considered in default of this lease. In the event of default, Owners shall have the right to re-enter and take possession of the leased premises and upon giving twenty-four (24) hours written notice to Tenant, terminate this lease. If the Tenant is in default, Owners shall have the option of accelerating all rents scheduled under this lease. In the case of acceleration of rents, all scheduled rent payments for the remaining term of the lease shall become immediately due and payable. Owners shall not be required to notify Tenant of its intention to accelerate rents if Tenant is in default of this lease. Although Tenant's violation of any of the terms, conditions, or covenants of this lease may result in forfeiture, the following violations are the most likely to cause forfeiture:

Non-payment of rent when due and payable.

Committing waste or neglect of the premises or allowing others to waste or neglect the premises.

Repeated violations of the rules and regulations prescribed by Owners to the effect that the Tenant becomes a nuisance to others.

Owners' failure to insist upon strict performance of any of the terms, conditions, or covenants under this lease or Owners' failure to exercise any of its options under this lease shall not waive Owners' rights under this lease.

ARTICLE IX

TERMINATION BY MUTUAL CONSENT

This lease maybe terminated at any time by **MUTUAL CONSENT** of both Tenant and Owners in addition to the other methods of termination described elsewhere in this lease. Termination by mutual consent must be in writing and signed by all parties.

ARTICLE X

COLLECTION AND ENFORCEMENT OF THE PROVISIONS OF THIS LEASE

Tenant agrees to pay a reasonable attorney's fee and all costs If It becomes necessary for Owners to employ an attorney or collection agent to collect any of the rent agreed to be paid or in the event a suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease. All parties agree that any suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama. It is further agreed that all parties will accept service in any such suits by registered mail, regardless of where the parties may be when action is brought.

ARTICLE XI

DESTRUCTION OF PREMISES BY FIRE OR OTHER CASUALTY

If the premises are destroyed or made completely unable to be occupied during the term of this lease without Tenant's fault, Tenant shall not have to pay rent until Owners restore the premises to a condition comparable with that before the fire or other casualty. Owners have no obligation to restore the premises. In the event Owners decide not to restore the premises, this lease will be terminated. Owners shall have written notice to the Tenant of its decision to either restore the premises or terminate the lease within thirty (30) days after the fire or other casualty.

ARTICLE XII

INSURANCE

Tenant understands that insurance policies to protect personal property from damage, loss or theft are readily available from most insurance companies at the Tenant's expense. Owners recommend that such an insurance policy is obtained. Owners shall not be held liable for the damage, loss, or theft of any of the Tenant's personal property stored inside or outside of the premises. Commercial General Liability insurance, insuring for legal liability of the Owner or the Tenant, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the occupancy and/or use of the property.

ARTICLE XIII

ABANDONMENT

In the event that Tenant abandons the premises during the term of this lease without having paid the rent and other charges under this lease in full for the entire term of this lease, Tenant shall be in default. Owners shall have the right to take possession of the premises. Owners shall then have the right to re-lease the premises to another Tenant. The proceeds from re-leasing shall be applied to the unpaid rent and other charges of Tenant under this lease until the rent and other charges owed by Tenant under this lease are paid in full. Re-leasing of the premises because of abandonment by the Tenant during the term of this lease shall not discharge the Tenant from obligations under this lease.

ARTICLE XIV

UTILITIES AND SERVICE CHARGES

Tenants shall pay all utilities:

Service charges that shall be paid by Tenant:

Tenant shall pay an \$18.00 service charge for each of the Tenant's checks returned by the bank.

Owners may, at their sole discretion, charge Tenant a \$50.00 fee for processing sublet or assignment requests.

ARTICLE XV

FURNISHINGS

If the premises are furnished, Tenant shall not remove, damage, misuse, or allow any other person to remove, damage, or misuse the furnishings contained on the premises.

ARTICLE XVI

RULES AND REGULATIONS

Tenant shall abide by all reasonable rules and regulations prescribed by Owners to promote the objectives of safety, cleanliness, and good order of the premises. These rules and regulations may be revised by Owners at any time consistent with these objectives. Repeated violations of these rules and regulations shall be considered grounds for Owners, at their option, to terminate this lease.

ARTICLE XVII

INSPECTION, ENTRY, AND SIGNAGE

Owners shall have the right to enter periodically to inspect and repair the premises during reasonable hours. Owners shall have the right to display signs on the premises in reasonable locations that advertises the premises as being for rent or sale. Owners shall also have the right to physically show the premises to prospective purchasers or Tenants during reasonable hours upon reasonable notice to Tenant.

ARTICLE XVIII

NOTICE OF INTENTION TO VACATE OR TERMINATE

Tenant, shall give Owners written notice of intention either to renew or vacate premises no less than thirty (30) days before the expiration of this lease. At any time, Tenant may terminate this lease upon written notice to the Owners no less than thirty (30) days before the expiration of this lease.

TENANT: READ LEASE CAREFULLY BEFORE SIGNING

IN WITNESS, the respective parties have set their hands and seals on this the ____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY: _____, Tenant
Gary Fuller, Mayor

OPELIKA HOUSING DEVELOPMENT, INC.

BY:  _____, Owner
Matthew McClammey, President and CEO

RESOLUTION NO. 079-19

Designating Automobile Allowances.

RESOLUTION NO. _____

RESOLUTION DESIGNATING SENIOR MANAGEMENT
EMPLOYEES TO RECEIVE AUTOMOBILE ALLOWANCES

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

1. That the following senior management employees shall receive an annual automobile allowance in the amount of \$5,400.00:

1. Assistant Planning Director
2. City Administrator
3. City Clerk/Treasurer
4. Director of Engineering
5. Human Resources Director
6. Information Technology Director
7. Purchasing-Revenue Manager
8. Planning Director
9. Community Relations Officer

The automobile allowance shall be paid in installments at the same time as classified employees of the City are paid.

2. Under Internal Revenue Service (IRS) regulations, payment of an automobile allowance must be included in the employee's income as wages subject to withholding for federal and state income taxes and applicable FICA taxes. The amount is reportable on the

employee's Form W-2 in the year paid.

3. The automobile allowance is paid to the employee in lieu of the provision of a City vehicle and is intended to compensate the employee for routine business travel within Lee County and the surrounding areas.

4. The employee shall be responsible for maintaining liability and comprehensive insurance on the vehicle with limits approved by the Mayor.

5. Designated classified senior management employees who receive an automobile allowance will not receive additional reimbursement for business travel outside the City limits unless the destination is more than 150 miles from the City limits. Classified employees receiving this allowance are expected to use their personal vehicles for all City business (not City-owned vehicles) within the 150 mile radius and will not be reimbursed per mile as other employees for travel. Contractual employees will be reimbursed for travel mileage in accordance with the provisions of their respective contracts.

6. That Resolution No. 088-16, adopted on April 19, 2016, is hereby repealed.

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

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

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 080-19

Agreement with BOE for the 2019 Freedom Celebration Fireworks on July 3rd.

RESOLUTION NO. _____

**RESOLUTION APPROVING LICENSE AGREEMENT FOR
FIREWORKS EXHIBITION AND DISPLAY**

WHERE AS, the City desires to use a portion of the Opelika High School campus for the 2019 Freedom Celebration Fireworks Exhibition and Display on July 3rd, 2019 at 5:00pm; and

WHERE AS, the Opelika City Board of Education is willing to grant the City a license agreement to use certain areas of the campus under certain terms and conditions; and

WHERE AS, a proposed License Agreement was prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the attached License Agreement to be entered into between the City and Opelika City of Board of Education is hereby approved, authorized, ratified and confirmed.
2. That the Mayor is hereby authorized to execute and deliver said License Agreement in the name and on behalf of the City.
3. That the officers of the City and any 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, other instruments or 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 provisions of this Resolution and the attached License Agreement.

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

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

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

ATTEST:

CITY CLERK

LICENSE AGREEMENT FOR FIREWORKS EXHIBITION AND DISPLAY

THIS LICENSE AGREEMENT is entered into this the ____22ND ____ day of _____ March ____, 2019, by and between OPELIKA CITY BOARD OF EDUCATION, sometimes referred to hereinafter as the “Board”, and the CITY OF OPELIKA, ALABAMA, a municipal corporation, sometimes referred to hereinafter as the “City”.

RECITALS

WHEREAS, the City desires to use a portion of the Opelika High School Campus for the 2019 Freedom Celebration fireworks exhibition and display (the “events”); and

WHEREAS, the Board is willing to grant the City a license to use certain areas of the campus in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of License. The Board hereby grants the City, upon the terms and conditions hereinafter expressed, a license to use those areas of the campus described in Exhibit “A” hereto, (the “Authorized Areas”) including rights of ingress and egress for the City’s Independence Day exhibition and display to be held on July 3, 2019. The City and its contractor may begin setup July 3, 2019. The City shall employ a licensed pyrotechnic operator to supervise, manage and direct the discharge of outdoor display fireworks.

2. Covenants of the City. The City hereby covenants with the Board:

- a. To obtain all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental in connection with the event.

- b. To review the display site conditions in advance of the event and correct any deficiencies.
- c. To police, monitor and appropriately control the behavior of spectators attending the event.
- d. To provide adequate police protection, roping, fencing and/or other fire control measures.
- e. To clean up all debris in Authorized Areas after the conclusion of the event.
- f. To take all reasonable precautions to protect against bodily injury or property damages that may occur in connection with the event.

3. Indemnification. The City hereby agrees to indemnify and save the Board harmless from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with

- a. Any negligence, omission, fault, strict liability or product liability in connection with the event;
- b. Any failure of the City or its contractor to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement now or hereinafter in effect, of any governmental authority; or
- c. Any breach of or default under this Agreement by the City.

4. Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama.

5. Entire Agreement. This Agreement contains the entire Agreement of the parties and all representations, agreements and statements made previously by any party to the other, except as set forth herein, are null and void.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Amendments. This Agreement constitutes the full and complete agreement between the parties hereto. It may, however, be amended in writing by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned authorized officials of the parties have hereunto set their hands on the day and year first above written.

OPELIKA CITY BOARD OF EDUCATION

BY: _____
IT'S SUPERINTENDANT

DATE: _____

CITY OF OPELIKA, ALABAMA

BY: _____
IT'S MAYOR

DATE: _____



Attachment: CM 4-02-19, Agreement with BOE, fireworks Exhibit 'A' (080-19 : Agreement with BOE for the

RESOLUTION NO. 081-19

Annual authorization, levy tax on property.**RESOLUTION NO. _____**

ANNUAL AUTHORIZATION - LEVY OF TAX ON PROPERTY
SITUATED WITHIN THE CORPORATE LIMITS
OF THE CITY OF OPELIKA, ALABAMA

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

1. That, under and by virtue of the provisions of Section 11-51-42 of the Code of Alabama, 1975, and pursuant to the appropriate provisions of the Constitution of Alabama and the general laws of the State, the following taxes are levied on property situated in the City of Opelika on the value assessed for taxation and as shown on the Books of Assessment for the State of Alabama and Lee County for which taxes of the City will become due and payable on October 1st, 2017:
 - (a) One-half of one per centum (5 mills) for the General Fund of the City, pursuant to Section 216 of the Constitution of Alabama of 1901.
 - (b) One-half of one per centum (5 mills) for debt service pursuant to Amendment No. 8 of the Constitution of Alabama of 1901.
 - (c) One-half of one per centum (5 mills) for educational purposes pursuant to Amendment No. 147 of the Constitution of Alabama of 1901, most recently voted on February 13th, 2018.
 - (d) One and 10/100 per centum (11 mills) for the support and furtherance of education pursuant to Amendment No. 8 of the Constitution of Alabama of 1901, most recently voted on January 25th, 2000.

Said taxes shall be levied and collected in addition to all other taxes levied under appropriate provisions of the Constitution of Alabama and general laws of the state.

2. That the City Clerk is hereby authorized and directed on or before

June 1st, 2019 to certify and deliver to the Revenue Commission of Lee County, Alabama a copy of this Resolution.

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

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 082-19

Special appropriation to Boys & Girls Clubs, annual Mayor's Ball.**RESOLUTION NO. _____**

WHEREAS, The Boys and Girls Clubs of Greater Lee County, Alabama is a charitable, non-profit corporation; and

WHEREAS, The Boys and Girls Clubs of Greater Lee County, Alabama provides educational activities in a wholesome environment for disadvantaged children in the City of Opelika, Alabama; and

WHEREAS, the Mayors of Opelika and Auburn are jointly sponsoring a Mayors Ball on April 26, 2019 for the benefit of The Boys and Girls Clubs of Greater Lee County, Alabama; and

WHEREAS, each City Council member would like to use their discretionary funds to help sponsor the 2019 Mayors Ball.

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

1. The Council has determined and hereby finds and declares that an expenditure of public funds in the sum of \$2,000.00 to help sponsor the 2019 Mayors Ball will serve a public purpose by promoting The Boys and Girls Clubs of Greater Lee County which provides assistance to disadvantaged youth in the City of Opelika.
2. That the Mayor and City Controller are hereby authorized to make the appropriate budget adjustments in order to transfer the sum of \$2,000.00 from the Council discretionary funds to the appropriate account as detailed below:

Patricia Jones	Ward 1	Reserve fund	\$400.00
Tiffany Pitts	Ward 2	Reserve fund	\$400.00
Dozier Smith T	Ward 3	Reserve fund	\$400.00
Eddie Smith	Ward 4	Reserve fund	\$400.00
David Canon	Ward 5	Reserve fund	\$400.00

3. That the City Clerk is hereby authorized to process the necessary paperwork so a check in the amount of \$2,000.00 payable to The Boys and Girls Clubs of Greater

Lee County can be prepared and mailed.

ADOPTED AND APPROVED this the _____ day of _____ 2019.

President of the City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 083-19

City Wide Paving Project Corrected Resolution

RESOLUTION NO. _____

**A RESOLUTION AWARDING CONTRACT TO EAST ALABAMA
PAVING CO., INC., FOR CITY-WIDE ASPHALT PAVING PROJECT
AND REPEALING RESOLUTION NO. 024-19**

WHEREAS, the City of Opelika, Alabama (the “City”) has heretofore advertised bids for the 2019 City-Wide Asphalt Paving Project (Bid No. 19008) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on February 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, bids were received from two (2) vendors, i.e. East Alabama Paving Company, Inc. and Robinson Paving Company, Inc.; and

WHEREAS, upon careful examination, validation and verification, the bid of East Alabama Paving Co., Inc., was found to be the lowest, responsive bid based on the unit price quotations; and

WHEREAS, pursuant to the bid specifications, compensation payable to the contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the schedule of unit prices submitted by East Alabama Paving Company is attached hereto as Exhibit “A”; and

WHEREAS, unit price quotations include all mobilization, labor, materials, tools and equipment and also include all overhead and profit; and

WHEREAS, in the bid documents, the City reserves the right to increase and decrease

estimated quantities of work without a change in unit prices; and

WHEREAS, the City Engineer has recommended that the contract for the 2019 City-Wide Asphalt Paving Project be awarded to East Alabama Paving Co., Inc. based on the unit prices quoted by said contractor; and

WHEREAS, the City has budgeted \$1,500,000 for the annual resurfacing program, which amount includes milling of existing asphalt, some basecourse repairs, asphalt paving and striping; and

WHEREAS, the Engineering Department has recommended the letting of two separate contracts for the annual resurfacing program, i.e. one contract for asphalt resurfacing (milling, some basecourse repairs and asphalt paving) and a second contract for striping; and

WHEREAS, the City Council hereby allocates \$1,300,000 of this year's resurfacing funding to the resurfacing contract and \$200,000 to the striping contract; and

WHEREAS, the City Engineer has certified the funds for the contract are available.

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

1. That the bid of East Alabama Paving Co., Inc., for the 2019 City-Wide Asphalt Paving Project (Bid No. 19008) based on the unit price quotations submitted by the Contractor, a copy of which is attached hereto as Exhibit "A", be and the same is hereby accepted and approved.

2. That the Mayor is hereby authorized and directed to execute and deliver the contract for the 2019 City-Wide Asphalt Paving Project (the "Contract") in the name and on behalf of the City and such other ancillary documents as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the

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

4. In order to meet the City's financial obligation under the Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to \$1,300,000.

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

6. That Resolution No. 024-19, adopted on February 19, 2019, is hereby repealed.

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

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

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

ATTEST:

CITY CLERK

PROPOSAL

TO: THE CITY OF OPELIKA, ALABAMA

SUBMITTED: FEBRUARY 12, 2019

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and Contractual Documents relative thereto, and has read all General Conditions and Special Provisions furnished, and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Opelika, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

City-Wide Asphalt Paving Project

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Opelika, Alabama, with a definite understanding that no money will be allowed for Extra Work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the Proposal sheets are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

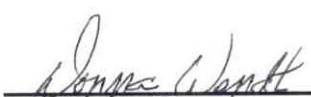
The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time started in the notice to the Contractor from the Engineer to proceed, and fully complete performance according to the following. Work will begin when a written "Notice to Proceed" is issued for each individual work order in the project. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the check or bid bond in the amount of **five (5)** percent of this bid, but no greater than \$10,000.00, accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the City of Opelika, Alabama, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ or a bid bond for the sum of 5% OF TOTAL BID dollars (\$ _____), made payable to the City of Opelika, Alabama.

East Alabama Paving Company, Inc.
Company

By:  L.S.
JOHN RICKY TAM
VICE PRESIDENT
Title

Witness:  L.S.
 L.S.

Address: East Alabama Paving Company, Inc.
Post Office Box 2630
Opelika, Alabama 36803-2630

License No.: 8858

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO.: 8858

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

EAST ALABAMA PAVING COMPANY INC

OPELIKA, AL 36801

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until September 30, 2019

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day September, 2018

146623

A handwritten signature in cursive script, appearing to read "Mary H. Gentry".

SECRETARY-TREASURER

A handwritten signature in cursive script, appearing to read "Alex Whaley".

CHAIRMAN



Employment Eligibility Verification

Welcome
Jayne Rushing

User ID
JRUS1195

Last Login
05:36 PM - 01/20/2012 Log Out



Click any for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Information

Company Name: East Alabama Paving Company, Inc.

[View / Edit](#)

Company ID Number: 477595

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 11 Old Columbus Road

Address 2:

City: Opelika

State: AL

Zip Code: 36804

County: LEE

Mailing Address:

Address 1: PO Box 2630

Address 2:

City: Opelika

State: AL

Zip Code: 36803

Additional Information:

Employer Identification Number: 630596499

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

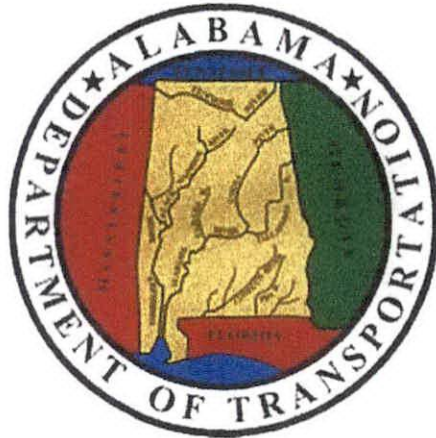
Total Points of Contact: 3

[View / Edit](#)

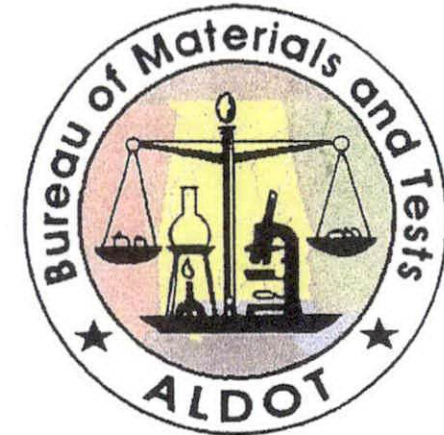
U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

[Accessibility](#) [Download Viewers](#)

ALABAMA DEPARTMENT OF TRANSPORTATION



Bureau of Materials & Test



This is to certify that

East Alabama Paving Co. Inc., Opelika, AL

meets current specifications as a
Hot Mix Asphalt Design Laboratory.

Expiration Date:

March 30, 2019

A handwritten signature in black ink, reading "Jeffery M. High".

Jeffery M. High

Bituminous Lab Manager

Asphalt Level II Quality Mgr 12/31/2021
Asphalt Level I Laboratory 12/31/2021
Radiation Safety Technician 12/31/2021
Roadway HMA Pavement Tech 12/31/2021

For historical detail, scan barcode from smartphone

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ALABAMA DOT. If found please
return to:

BUREAU OF MATERIALS & TESTS
3700 Fairground Road
Montgomery, AL 36110

Transporting Nuclear Gauges Requires Active Radiological Safety Status

Asphalt Level II Quality Mgr 12/31/2021
Asphalt Level III Mix Design 12/31/2021
Roadway HMA Pavement Tech 12/31/2021
Radiation Safety Technician 12/31/2021
Asphalt Level I Laboratory 12/31/2021
Aggregate Technician 10/31/2021

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3700 Fairground Road
Montgomery, AL 36110

Transporting Nuclear Gauges Requires Active Radiological Safety Status

Asphalt Level III Mix Design 12/31/2021
Roadway HMA Pavement Tech 12/31/2021
Asphalt Level II Quality Mgr 12/31/2021
Radiation Safety Technician 12/31/2021
Asphalt Level I Laboratory 12/31/2021
Aggregate Technician 12/31/2021

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3700 Fairground Road
Montgomery, AL 36110

Transporting Nuclear Gauges Requires Active Radiological Safety Status

Radiation Safety Technician 12/31/2021
Asphalt Level III Mix Design 12/31/2021
Asphalt Level II Quality Mgr 12/31/2021
Asphalt Level I Laboratory 12/31/2021
Roadway HMA Pavement Tech 12/31/2021
Aggregate Technician 12/31/2021

For historical detail, scan barcode from smartphone

This card is the property of
ALABAMA DOT. If found please
return to:

BUREAU OF MATERIALS & TESTS
3700 Fairground Road
Montgomery, AL 36110

Transporting Nuclear Gauges Requires Active Radiological Safety Status

Alabama Department of Transportation

Does hereby certify that:

Holtenfield, David W (Wes), 13803

Has satisfactorily completed
the required training for the
certifications listed on the
reverse side of this card as
required by the Department.

Issue Date: 11/28/2018



Alabama Department of Transportation

Does hereby certify that:

McClelland, H. Eddie, 13778

Has satisfactorily completed
the required training for the
certifications listed on the
reverse side of this card as
required by the Department.

Issue Date: 11/28/2018



Alabama Department of Transportation

Does hereby certify that:

Jones, Dustin P., 12398

Has satisfactorily completed
the required training for the
certifications listed on the
reverse side of this card as
required by the Department.

Issue Date: 11/28/2018



Alabama Department of Transportation

Does hereby certify that:

Danley, Cynthia L, 13609

Has satisfactorily completed
the required training for the
certifications listed on the
reverse side of this card as
required by the Department.

Issue Date: 11/28/2018

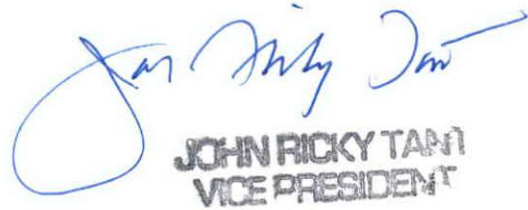


City-Wide Asphalt Paving Project				
Schedule of Values				
ITEM NO.	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	UNIT COST
405A	Bituminous Tack Coat	(GAL)	3800	4.32
408A	Asphalt Milling (0" to 2")	(SY)	23000	4.70
424A-000	Superpave Bituminous Concrete Wearing Surface	(TON)	3400	83.20
424A-001	Bituminous Concrete Wearing Surface, Leveling	(TON)	1200	83.20
424B-000	Superpave Bituminous Concrete Upper Binder Layer, Patching	(TON)	3200	112.50
622A	Raising Manholes	(EACH)	20	675.00
650A	Granular Shoulder Backfill	(CY)	200	30.00
701C-000	Solid Temporary Stripe	(MILE)	2	500.00
703C	Traffic Control Markings, Class 2, Type A	(SF)	300	6.00

NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit cost.

TOTAL	1,498.92
-------	----------

East Alabama Paving Company, Inc.


JOHN RICKY TAMI
 VICE PRESIDENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

East Alabama Paving Company, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the **City of Opelika, Alabama** as owner in the penal sum of \$ 5% for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 12th day of February, 2019.

The condition of the above obligation is such that whereas, the Principal has submitted to the **City of Opelika, Alabama** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

City-Wide Asphalt Paving Project

NOW, THEREFORE,

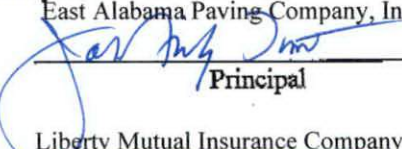
- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

East Alabama Paving Company, Inc.

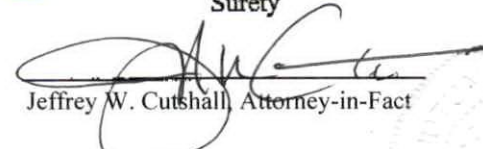
 (L.S.)
Principal

Liberty Mutual Insurance Company

Surety

SEAL

By:


Jeffrey W. Cutshall, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JEFFREY W. CUTSHALL, ALVIN BENJAMIN BRESLER JR., RYAN R. MCCLENDON, ALBERT B. EVANS, ALL OF THE CITY OF BIRMINGHAM, STATE OF ALABAMA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011.

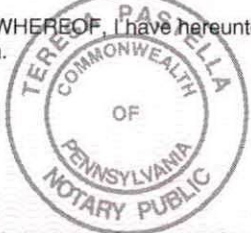
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of February, 2019.



By David M. Carey
David M. Carey, Assistant Secretary

BIDDER'S QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

BUISNESS ORGANIZATION

Name of Organization: East Alabama Paving Company, Inc.

Adress of Organization: PO Box 2630
Opelika, Alabama 36803

Organization Phone Number: 334-749-2418

Email Address: rtant@eapaving.com

(Circle One): (Individual / Partnership / Corporation)

BUISNESS EXPERIENCE

List buisness experience with state or municipal programs pertaining to asphalt work and similar improvements or any other services performed for federal, state, or municipal programs. Attach separate sheet if necessary.

1. City of Opelika, Multiple Resurfacing Projects, Scott Parker, P.E., City Engineer, 334-705-5450
2. ALDOT, Multiple Resurfacing Projects, Ms. Jamie Davis, P.E., Project Manager, 334-887-3341
3. Chambers County, Multiple Resurfacing Projects, Josh Harville, P.E., County Engineer, 334-864-4359
4. Macon County, Multiple Resurfacing Projects, J. D. Smith, P.E., County Engineer, 334-724-2619
5. ALDOT, Multiple Resurfacing Projects, Skip Poe, P.E., State Construction Engineer, 334-242-6209
6. NCAT, Multiple Test Track Reconstruction Projects, Dr. Buzz Powell, Manager, 334-750-6293
7. Lee County, Multiple Resurfacing Projects, Justin Hardee, P.E., County Engineer, 334-737-7011
8. ALDOT, Multiple Resurfacing Projects, DeJarvis Leonard, P.E., Region Engineer, 205-321-4962
9. ALDOT, Multiple Resurfacing Projects, Chad Leverette, Project Manager, 334-850-0362
10. Russell County, Multiple Resurfacing Projects, Anthony Calhoun, Project Manager, 334-614-9259
11. Town of Notasulga, Multiple Resurfacing Projects, Mayor Tommy Miller, 334-319-0587
12. _____

MANAGEMENT SUMMARY

Include a brief narrative description of the personnel and equipment available to perform the services.

East Alabama Paving Company, Inc. has two quality paving crews with long term employees that have won many Quality

Paving Awards. We own and operate two ALDOT approved plants. We utilize state of the art paving equipment on

both crews.

QUALIFICATIONS

List completed projects of similar nature. Provide a contact person for each reference cited. Attach a separate sheet if necessary.

1. City of Opelika City Wide Resurfacing 2018, John Gwin, Assistant Engineer, 334-705-5456
2. City of Opelika City Wide Resurfacing 2018 Continuation, John Gwin, Assistant Engineer, 334-705-5456
3. Project No. STPAA-HSIP-0008(578), Macon Co., Resurfacing US80 Downtown Tuskegee, Chad Leverett, Project Mgr., 334-850-0362
4. Project No. STPAA-HSIP-0081(500), Macon Co., Resurfacing AL 81 in Notasulga & Tuskegee, Chad Leverett, Project Mgr., 334-850-0362
5. City of Opelika City Wide Resurfacing 2017, John Gwin, Assistant Engineer, 334-705-5456
6. Project No. NH-HSIP-0001(594), Lee County, Resurfacing US431 in Opelika, Taylor Oliver, Project Mgr., 334-322-8312
7. Town of Notasulga 2016, Various Street Resurfacing, Mayor Tommy Miller, 334-319-0587
8. Town of Notasulga 2017, Various Street Resurfacing, Mayor Tommy Miller, 334-319-0587
9. Project No. ST-057-001-003, Russell Co., Planing, Widening and Resurfacing US280 Bypass in Phenix City, Wes Fulmer, Const. Engr., 334-269-2311
10. Project No. STPOA-4117(250), Lee County, Resurfacing CR-054 (Society Hill Road), Jake Lashley, Project Mgr., 334-750-4616
11. _____
12. _____

REFERENCES

List references from at least two (2) clients, preferably municipalities for whom your company has completed asphalt services within the last two (2) years. References should include the name, address, and telephone number for a contact person for each referenced cited.

1. City of Opelika Engineering, 700 Fox Trail, Opelika, AL 36801

John Gwin, Assistant Engineer, 334-705-5450

2. City of Lanett, c/o Chambers County Highway Dept., 18107 US Hwy. 431, LaFayette, AL 36862

Josh Harville, P.E., 334-864-4359

3. City of Valley, 20 Fob James Drive, Valley, AL 36854

Patrick Bolt, 706-586-4442

4. Town of Notasulga, 76 W. Main Street, Notasulga, AL 36866

Mayor Tommy Miller, 334-319-0587

PROOF OF APPROPRIATE STATE CERTIFICATIONS

Provide proof that bidder is licensed to operate in Alabama. Attach certifications/licenses as appropriate.

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2019 by and between _____ (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

City-Wide Asphalt Paving Project

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately _____ dollars (\$ _____),
in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the

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

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

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

ATTEST:

City of Opelika, Alabama

(Owner)

(Contractor)

By: _____

By: _____

(Owner's Witness)

(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**The City of Opelika
Post Office Box 390
Opelika, AL 36803-0390**

hereinafter called OWNER, in the penal sum of _____ (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THESE OBLIGATION is such that whereas, the Principal entered into in
2003, a copy of which is hereto attached and made a part hereof for the performance of:

City-Wide Asphalt Paving Project

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the terms and conditions of the Contract in all respects on its part, and shall fully pay all
obligations incurred in connection with the performance of such Contract on account of labor and
materials used in connection therewith, and all such other obligations of every form, nature and
character, and shall save harmless the Owner from all and any liability of every nature, kind and
character which may be incurred in connection with the performance or fulfillment of such Contract
or other such liability resulting from negligence or otherwise on the part of such Principal, and
further shall save harmless the Owner from all costs and damage which may be suffered by reason of
the failure to fully and completely perform said Contract, and shall fully reimburse and repay the
Owner from all costs and damage which may be suffered by reason of the failure to fully and

completely perform said Contract, and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and materials furnished in connection with the performance of the Contract, and that the failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment on the Contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this the _____ day of _____, 2019.

Executed in two (2) counterparts.

ATTEST:

Contractor: _____

Witness: _____

By: _____
(PRINCIPAL)

Surety: _____

Witness: _____

By: _____
(PRINCIPAL)

EXHIBIT A

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

The City of Opelika
P. O. Box 390
Opelika, AL 36801

hereinafter called OBLIGEE, in the penal sum of
_____ Dollars, (\$_____) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives,
successors, and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with said Obligee, dated this ____ day of
_____, 2018, hereinafter referred to as the Contract for the construction of:

City-Wide Asphalt Paving Project

Which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set
out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extensions of or additions to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise to remain in full force and effect; provided, however, that this bond is subject to the following conditions and limitations:

- A) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal or Surety or either of them (but not later than one (1) year after the final settlement of said Contract) in which action claim or claims shall be adjudicated and judgment rendered thereon.
- B) The Principal and Surety hereby designate and appoint _____ (to be filled in by Surety Co.) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- C) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- D) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- E) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds and Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2019.

Witness:

Countersigned: Resident Agent

RESOLUTION NO. 084-19

City Wide Striping Corrected Resolution

RESOLUTION NO. _____

**A RESOLUTION AWARDING CONTRACT TO OZARK STRIPING CO., INC., FOR
CITY-WIDE STRIPING PROJECT**

AND REPEALING RESOLUTION NO. 025-19

WHEREAS, the City of Opelika, Alabama (the “City”) has heretofore advertised bids for the 2019 City-Wide Striping Project (Bid No. 19006) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on February 12, 2019, bids were received, duly opened and read aloud; and

WHEREAS, a bid was received from only one (1) vendor, i.e. Ozark Striping Company Inc.; and

WHEREAS, pursuant to the bid specifications, compensation payable to the contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the schedule of unit prices submitted by Ozark Striping Company is attached hereto as Exhibit “A”; and

WHEREAS, unit price quotations include all mobilization, labor, materials, tools and equipment and also include all overhead and profit; and

WHEREAS, in the bid documents, the City reserves the right to increase and decrease estimated quantities of work without a change in unit prices; and

WHEREAS, the City Engineer has recommended that the contract for the 2019 City-Wide Striping Project be awarded to Ozark Striping Company, Inc. based on the unit prices quoted by said contractor; and

WHEREAS, the City has budgeted \$1,500,000 for the annual resurfacing program, which amount includes milling of existing asphalt, some basecourse repairs, asphalt paving and striping; and

WHEREAS, the Engineering Department has recommended the letting of two separate contracts for the annual resurfacing program, i.e. one contract for asphalt resurfacing (milling, some basecourse repairs and asphalt paving) and a second contract for striping; and

WHEREAS, the City Council hereby allocates \$1,300,000 of this year's resurfacing funding to the resurfacing contract and \$200,000 to the striping contract; and

WHEREAS, the City Engineer has certified the funds for the contract are available.

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

1. That the bid of Ozark Striping Company, Inc., for the 2019 City-Wide Striping Project (Bid No. 19006) based on the unit price quotations submitted by the Contractor, a copy of which is attached hereto as Exhibit "A", be and the same is hereby accepted and approved.
2. That the Mayor is hereby authorized and directed to execute and deliver the contract for the 2019 City-Wide Striping Project (the "Contract") in the name and on behalf of the City and such other ancillary documents as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.

4. In order to meet the City's financial obligation under the Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to \$200,000.

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

6. That Resolution No. 025-19, adopted on February 19, 2019, is hereby repealed.

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

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

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

ATTEST:

CITY CLERK

PROPOSAL

TO: THE CITY OF OPELIKA, ALABAMA

SUBMITTED: February 7, 2019

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and Contractual Documents relative thereto, and has read all General Conditions and Special Provisions furnished, and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Opelika, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

City-Wide Striping Project

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Opelika, Alabama, with a definite understanding that no money will be allowed for Extra Work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the Proposal sheets are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time started in the notice to the Contractor from the Engineer to proceed, and fully complete performance according to the following. Work will begin when a written "Notice to Proceed" is issued for each individual work order in the project. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the check or bid bond in the amount of **five (5)** percent of this bid, but no greater than \$10,000.00, accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the City of Opelika, Alabama, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ or a bid bond for the sum of 5% of amount bid dollars (\$ _____), made payable to the City of Opelika, Alabama.

Ozark Striping Company, Inc.
Company

By: Leon M. Gross, III L.S.
President
Title

Witness: Sammy Lewis L.S.
Jeanne Smith L.S.

Address: P.O. Box 847
Ozark, AL 36361

1273 W. Roy Parker Road
Ozark, AL 36360

License No.: 7193

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Ozark Striping Company, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety,
 are hereby held and firmly bound unto the **City of Opelika, Alabama** as owner in the penal sum of \$
5% of amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind
 ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 12th day of February, 2019.

The condition of the above obligation is such that whereas, the Principal has submitted to the
City of Opelika, Alabama a certain Bid, attached hereto and hereby made a part hereof to enter into a
 contract in writing, for the

City-Wide Striping Project

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of
 Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a
 bond for his faithful performance of said contract, and for the payment of all persons performing
 labor or furnishing materials in connection therewith, and shall in all other respects perform the
 agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
 understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
 exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
 and its bond shall be in no way impaired or affected by any extension of the time within which the Owner
 may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
 and such of them as are corporations have caused their corporate seals to be hereto affixed and these
 presents to be signed by their proper officers, the day and year first set forth above.

Dean D. (L.S.)
 Principal

Travelers Casualty and Surety Company of America
 Surety

By:

Francis Ware
 Francis Ware, Attorney-in-Fact

SEAL



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called "Companies"), and that the Companies do hereby make, constitute and appoint **Francis Ware** of **MONTGOMERY**

Alabama, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February** **2017**.



State of Connecticut

City of Hartford ss.

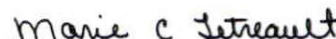
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

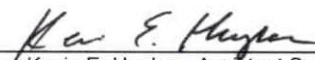
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of February, 2019




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

City-Wide Striping Project--Schedule of Values

ALDOT NO.	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	UNIT COST
701B-000	Dotted, Class 2, Type A, Traffic Stripe (5" wide)	LF	2000	2.00
701D-007	Removal of Traffic Stripe (PAINT)	LF	500	1.00
701D-008	Removal of Traffic Stripe (PLASTIC)	LF	500	1.00
701G-000	Solid White, Class 2, Type A Traffic Stripe, (4" Wide)	MILE	7	2,750.00
701G-001	Solid Yellow, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	7	2,750.00
701G-002	Broken Yellow, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	5	1,725.00
701G-003	Broken White, Class 2, Type A, Traffic Stripe (4" Wide)	MILE	2	1,725.00
701G-200	Solid White, Class 2, Type A, Traffic Stripe (5" Wide)	MILE	2	2,950.00
701G-301	Solid White, Class W, Type A, Traffic Stripe (4" Wide)	LF	300	5.00
701G-300	Solid Yellow, Class W, Type A, Traffic Stripe (4" Wide)	LF	300	5.00
703A-000	Traffic Control Markings, Class 2, Type A	SQ FT	1000	5.00
703B-000	Traffic Control Ledgends, Class 2, Type A	SQ FT	500	5.00
703C-000	Removal of Existing Traffic Control Markings and Legends	SQ FT	500.00	3.00
703H-000	Specialty Traffic Control Markings (Bicycle Lane Symbols)	SQ FT	200	37.00
705A-000	Pavement Markers, Class A, ALL Types	EACH	3000	5.00

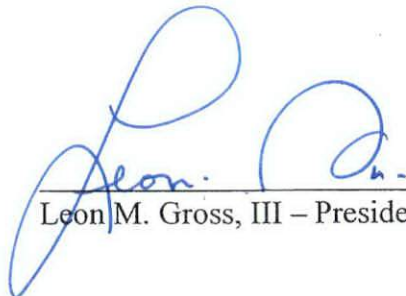
NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit cost

TOTAL	11,969.00
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** PLEASE SEE ATTACHED OZARK STRIPING CO SPECIAL NOTES **

**Ozark Striping Company
Special Notes for Bids**

- Note:** The total minimum dollar volume ordered for Class 1 Striping shall exceed two thousand, five hundred dollars (\$2,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Class 2 Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Class 2T Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand, five hundred dollars (1,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Temporary Traffic Stripe shall exceed one thousand dollars (\$1,000.00) per work order.
- Note:** The total minimum dollar volume ordered for Road Pavement Markers shall exceed one thousand, two hundred fifty dollars (\$1,250.00) per work order.
- Note:** Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.
- Note:** These items are quoted under the 2018 ALDOT Specifications prior to any special provisions.
- Note:** Ozark Striping Company will accept this bid on an all or none basis only.
- Note:** Ozark Striping Company requires at least 14 days notice before work can begin for scheduling purposes. We would also request that you send us your work orders in a group that contains a 10 Mile Minimum. We would also request at least 14 days to complete our work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.
- Note:** All 2T lines will be shot at 60 mil.


Leon M. Gross, III – President

BIDDER'S QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

BUSINESS ORGANIZATION

Name of Organization: Ozark Striping Company, Inc.

Address of Organization: P.O. Box 847, Ozark AL 36361
1273 W. Roy Parker Road, Ozark, AL 36360

Organization Phone Number: 334-774-2138

Email Address: leegross@ozarkstriping.com

(Circle One): (Individual / Partnership / Corporation)

BUSINESS EXPERIENCE

List business experience with state or municipal programs pertaining to striping work and similar improvements or any other services performed for federal, state, or municipal programs. Attach separate sheet if necessary.

1. Multiple various ALDOT, County Purchase Orders and City Striping Projects
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

MANAGEMENT SUMMARY

Include a brief narrative description of the personnel and equipment available to perform the services.

Multiple crews performing long line thermoplastic, handwork, markers, tape
and paint.

QUALIFICATIONS

List completed projects of similar nature. Provide a contact person for each reference cited. Attach a separate sheet if necessary.

1. Completed Project List Attached.

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDED AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	COLBERT, LAUDERDALE ETC	AL	2018	ALDOT	\$ 331,120.00	190-043	PRIME
STRIPING	CLEBURNE	AL	2018	APAC MIDSOUTH - HODGES	\$ 312,229.20	120-112	SUB
STRIPING	DALLAS	AL	2018	ASPHALT CONTRACTORS, INC.	\$ 183,424.50	160-265	SUB
STRIPING	DALLAS & AUTAUGA	AL	2018	ASPHALT CONTRACTORS, INC.	\$ 414,958.20	160-263	SUB
STRIPING	ELMORE & AUTAUGA	AL	2018	ASPHALT CONTRACTORS, INC.	\$ 303,475.00	160-276	SUB
STRIPING	MONTGOMERY	AL	2018	ASPHALT CONTRACTORS, INC.	\$ 307,730.00	160-257	SUB
STRIPING	MONTGOMERY	AL	2018	ASPHALT CONTRACTORS, INC.	\$ 218,865.00	160-273	SUB
STRIPING	ELMORE	AL	2018	BULLARD EXCAVATING INC.	\$ 265,034.00	360-116	SUB
STRIPING	FAYETTE	AL	2018	S.T. BUNN CONSTRUCTION CO	\$ 152,758.00	370-354	SUB
STRIPING	SUMTER	AL	2018	S.T. BUNN CONSTRUCTION CO	\$ 266,932.40	370-352	SUB
STRIPING	WALKER	AL	2018	CARCEL & G CONSTRUCTION	\$ 178,029.00	555-011	SUB
STRIPING	CHILTON	AL	2018	DUNN CONSTRUCTION CO	\$ 255,893.00	790-157	SUB
STRIPING	JEFFERSON	AL	2018	DUNN CONSTRUCTION CO	\$ 229,470.00	790-158	SUB
STRIPING	JEFFERSON	AL	2018	DUNN CONSTRUCTION CO	\$ 236,240.00	790-159	SUB
STRIPING	JEFFERSON	AL	2018	DUNN CONSTRUCTION CO	\$ 156,006.00	790-161	SUB
STRIPING	WALKER	AL	2018	DUNN CONSTRUCTION CO	\$ 187,286.00	790-160	SUB
STRIPING	LEE	AL	2018	EAST ALABAMA PAVING CO	\$ 157,938.00	865-031	SUB
STRIPING	BLOUNT	AL	2018	GOOD HOPE CONTRACTING CO	\$ 325,058.00	1100-209	SUB
STRIPING	CULLMAN	AL	2018	GOOD HOPE CONTRACTING CO	\$ 289,246.70	1100-199	SUB
STRIPING	ETOWAH	AL	2018	GOOD HOPE CONTRACTING CO	\$ 471,937.10	1100-201	SUB
STRIPING	ETOWAH	AL	2018	GOOD HOPE CONTRACTING CO	\$ 223,470.00	1100-213	SUB
STRIPING	MORGAN	AL	2018	GOOD HOPE CONTRACTING CO	\$ 274,586.50	1100-202	SUB
STRIPING	ST. CLAIR	AL	2018	GOOD HOPE CONTRACTING CO	\$ 364,385.00	1100-218	SUB
STRIPING	WALKER	AL	2018	GOOD HOPE CONTRACTING CO	\$ 707,572.02	1100-208	SUB
STRIPING	WALKER	AL	2018	GOOD HOPE CONTRACTING CO	\$ 173,806.90	1100-217	SUB
STRIPING	JEFFERSON	AL	2018	GRANITE CONSTRUCTION COMPANY, INC.	\$ 1,391,974.10	1066-011	SUB
STRIPING	CLAY	AL	2018	GARY INGRAM GRADING & PAVING	\$ 181,577.00	1327-043	SUB
STRIPING	TALLAPOOSA	AL	2018	GARY INGRAM GRADING & PAVING	\$ 157,180.00	1327-040	SUB
STRIPING	JEFFERSON	AL	2018	MIDSOUTH PAVING - BHAM	\$ 242,131.00	1616-022	SUB
STRIPING	RANDOLPH	AL	2018	MIDSOUTH PAVING - BHAM	\$ 249,429.00	1616-015	SUB
STRIPING	TUSCALOOSA	AL	2018	MIDSOUTH PAVING - BHAM	\$ 617,233.00	1616-010	SUB
STRIPING	TUSCALOOSA	AL	2018	MIDSOUTH PAVING - BHAM	\$ 180,875.00	1616-020	SUB
STRIPING	BARBOUR	AL	2018	MIDSOUTH PAVING - DOTHAN	\$ 236,070.50	1617-032	SUB
STRIPING	BARBOUR & HENRY	AL	2018	MIDSOUTH PAVING - DOTHAN	\$ 205,459.00	1617-038	SUB
STRIPING	CRENSHAW	AL	2018	MIDSOUTH PAVING - DOTHAN	\$ 221,070.50	1617-044	SUB
STRIPING	HOUSTON	AL	2018	MIDSOUTH PAVING - DOTHAN	\$ 221,730.00	1617-028	SUB
STRIPING	HOUSTON	AL	2018	MIDSOUTH PAVING - DOTHAN	\$ 205,047.00	1617-034	SUB
STRIPING	BUTLER	AL	2018	MIDSOUTH PAVING - MONTGOMERY	\$ 177,668.00	1622-021	SUB
STRIPING	MONROE	AL	2018	MIDSOUTH PAVING - MONTGOMERY	\$ 184,682.00	1622-018	SUB
STRIPING	MONROE	AL	2018	MIDSOUTH PAVING - MONTGOMERY	\$ 177,616.00	1622-019	SUB
STRIPING	BALDWIN	AL	2018	MOBILE ASPHALT COMPANY, LLC	\$ 268,114.50	1770-255	SUB
STRIPING	ESCAMBIA	AL	2018	MOBILE ASPHALT COMPANY, LLC	\$ 166,630.18	1770-245	SUB

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDING AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	WASHINGTON	AL	2018	MOBILE ASPHALT COMPANY, LLC	\$ 150,875.55	1770-260	SUB
STRIPING	WILCOX	AL	2018	MOBILE ASPHALT COMPANY, LLC	\$ 235,595.00	1770-242	SUB
STRIPING	WILCOX	AL	2018	MOBILE ASPHALT COMPANY, LLC	\$ 174,750.00	1770-243	SUB
STRIPING	CULLMAN	AL	2018	MCCARTNEY CONSTRUCTION	\$ 550,390.00	1830-200	SUB
STRIPING	SHELBY	AL	2018	MCCARTNEY CONSTRUCTION	\$ 217,841.50	1830-206	SUB
STRIPING	SHELBY	AL	2018	MCCARTNEY CONSTRUCTION	\$ 169,852.00	1830-207	SUB
STRIPING	TALLADEGA	AL	2018	MCCARTNEY CONSTRUCTION	\$ 332,080.00	1830-208	SUB
STRIPING	COFFEE	AL	2018	NEWELL ROAD BUILDERS	\$ 207,590.50	2000-043	SUB
STRIPING	JEFFERSON	AL	2018	A.G. PELTZ GROUP, LLC	\$ 173,664.80	2240-002	SUB
STRIPING	BROOKS	GA	2018	PRO-LINE PAVEMENT MARKINGS	\$ 162,311.00	2300-059	SUB
STRIPING	DECATUR	GA	2018	PRO-LINE PAVEMENT MARKINGS	\$ 161,855.45	2300-043	SUB
STRIPING	THOMAS	GA	2018	PRO-LINE PAVEMENT MARKINGS	\$ 215,815.85	2300-079	SUB
STRIPING	LIMESTONE	AL	2018	REED CONTRACTING SERVICES	\$ 329,488.00	2410-001	SUB
STRIPING	LAWRENCE	AL	2018	ROGERS GROUP, INC.	\$ 293,232.00	2430-164	SUB
STRIPING	LAWRENCE	AL	2018	ROGERS GROUP, INC.	\$ 205,733.00	2430-169	SUB
STRIPING	BALDWIN	AL	2018	JOHN G. WALTON CONSTRUCTION	\$ 193,643.10	2887-053	SUB
STRIPING	MOBILE	AL	2018	JOHN G. WALTON CONSTRUCTION	\$ 375,217.02	2887-057	SUB
STRIPING	MOBILE	AL	2018	JOHN G. WALTON CONSTRUCTION	\$ 170,826.00	2887-058	SUB
STRIPING	BALDWIN	AL	2018	H.O. WEAVER & SONS	\$ 282,411.80	2990-197	SUB
STRIPING	MARENGO	AL	2018	H.O. WEAVER & SONS	\$ 239,525.00	2990-194	SUB
STRIPING	MARENGO	AL	2018	H.O. WEAVER & SONS	\$ 292,842.00	2990-196	SUB
STRIPING	MOBILE	AL	2018	H.O. WEAVER & SONS	\$ 234,654.00	2990-195	SUB
STRIPING	MONROE	AL	2018	H.O. WEAVER & SONS	\$ 150,476.75	2990-208	SUB
STRIPING	MONROE & WILCOX	AL	2018	H.O. WEAVER & SONS	\$ 180,016.00	2990-199	SUB
STRIPING	LAWRENCE	AL	2018	WHITAKER CONTRACTING	\$ 165,960.00	3070-133	SUB
STRIPING	PERRY	AL	2018	WHITAKER CONTRACTING	\$ 185,283.00	3070-132	SUB
STRIPING	COVINGTON	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 396,401.00	3011-028	SUB
STRIPING	CRENSHAW	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 232,918.00	3011-044	SUB
STRIPING	CRENSHAW	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 214,034.00	3011-046	SUB
STRIPING	DALE	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 242,681.00	3011-053	SUB
STRIPING	GENEVA	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 188,094.00	3011-031	SUB
STRIPING	PIKE	AL	2018	WIREGRASS CONSTRUCTION - ARITON	\$ 180,000.00	3011-048	SUB
STRIPING	CULLMAN	AL	2018	WIREGRASS CONSTRUCTION - HUNTSVILLE	\$ 164,767.50	3013-001	SUB
STRIPING	ELMORE	AL	2018	WIREGRASS CONSTRUCTION - MONTOMERY	\$ 286,116.25	3014-022	SUB
STRIPING	MONTGOMERY	AL	2018	WIREGRASS CONSTRUCTION - MONTOMERY	\$ 166,601.50	3014-023	SUB
STRIPING	SHELBY	AL	2018	WIREGRASS CONSTRUCTION - PELHAM	\$ 448,931.50	3015-007	SUB
STRIPING	JEFFERSON	AL	2018	WRIGHT BROTHERS CONST.	\$ 266,935.50	2890-011	SUB
STRIPING	BLOUNT & ST. CLAIR	AL	2017	ALDOT	\$ 509,902.25	190-034	PRIME
STRIPING	JEFFERSON	AL	2017	ALDOT	\$ 702,008.51	190-035	PRIME
STRIPING	TUSCALOOSA	AL	2017	APAC - BHAM	\$ 200,119.20	110-086	SUB

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDED AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	TUSCALOOSA	AL	2017	APAC - BHAM	\$ 240,048.50	110-093	SUB
STRIPING	BULLOCK	AL	2017	ASPHALT CONTRACTORS, INC.	\$ 344,170.00	160-254	SUB
STRIPING	ELMORE	AL	2017	ASPHALT CONTRACTORS, INC.	\$ 178,346.50	160-259	SUB
STRIPING	WILCOX	AL	2017	ASPHALT CONTRACTORS, INC.	\$ 297,034.00	160-248	SUB
STRIPING	JEFFERSON	AL	2017	BELL & ASSOCIATES CONST	\$ 226,541.00	345-003	SUB
STRIPING	GREENE	AL	2017	S.T. BUNN CONSTRUCTION	\$ 242,015.00	370-333	SUB
STRIPING	HALE	AL	2017	S.T. BUNN CONSTRUCTION	\$ 154,144.50	370-349	SUB
STRIPING	SUMTER	AL	2017	S.T. BUNN CONSTRUCTION	\$ 291,822.00	370-342	SUB
STRIPING	TUSCALOOSA	AL	2017	S.T. BUNN CONSTRUCTION	\$ 724,387.00	370-332	SUB
STRIPING	TUSCALOOSA	AL	2017	S.T. BUNN CONSTRUCTION	\$ 259,665.00	370-344	SUB
STRIPING	MORGAN/LIMESTONE	AL	2017	J.C. CHEEK CONTRACTORS	\$ 251,381.00	600-001	SUB
STRIPING	MONTGOMERY	AL	2017	R.R. DAWSON BRIDGE CO.	\$ 311,315.95	810-019	SUB
STRIPING	JEFFERSON	AL	2017	DUNN CONSTRUCTION CO.	\$ 177,191.00	790-151	SUB
STRIPING	JEFFERSON	AL	2017	DUNN CONSTRUCTION CO.	\$ 189,963.00	790-156	SUB
STRIPING	SHELBY	AL	2017	DUNN CONSTRUCTION CO.	\$ 291,202.00	790-152	SUB
STRIPING	WALKER	AL	2017	DUNN CONSTRUCTION CO.	\$ 237,671.50	790-147	SUB
STRIPING	LEE	AL	2017	EAST ALABAMA PAVING CO	\$ 316,690.00	865-024	SUB
STRIPING	LEE	AL	2017	EAST ALABAMA PAVING CO	\$ 171,703.00	865-026	SUB
STRIPING	MAÇON	AL	2017	EAST ALABAMA PAVING CO	\$ 276,441.40	865-028	SUB
STRIPING	RUSSELL	AL	2017	EAST ALABAMA PAVING CO	\$ 291,594.50	865-030	SUB
STRIPING	APPLING	AL	2017	GADOT	\$ 190,746.35	1000-437	PRIME
STRIPING	BIBB	AL	2017	GADOT	\$ 173,316.29	1000-392	PRIME
STRIPING	BRYAN	AL	2017	GADOT	\$ 210,289.75	1000-754	PRIME
STRIPING	BULLOCH	AL	2017	GADOT	\$ 232,259.63	1000-311	PRIME
STRIPING	BULLOCH	AL	2017	GADOT	\$ 259,020.88	1000-755	PRIME
STRIPING	CHARLTON	AL	2017	GADOT	\$ 213,561.72	1000-693	PRIME
STRIPING	COLQUITT	AL	2017	GADOT	\$ 213,480.48	1000-595	PRIME
STRIPING	COWETA	AL	2017	GADOT	\$ 169,035.57	1000-500	PRIME
STRIPING	HENRY	AL	2017	GADOT	\$ 239,071.57	1000-275	PRIME
STRIPING	LAMAR	AL	2017	GADOT	\$ 291,867.90	1000-394	PRIME
STRIPING	LEE	AL	2017	GADOT	\$ 400,343.64	1000-667	PRIME
STRIPING	LIBERTY	AL	2017	GADOT	\$ 263,839.29	1000-419	PRIME
STRIPING	LOWNDES	AL	2017	GADOT	\$ 345,579.13	1000-413	PRIME
STRIPING	MUSCOGEE	AL	2017	GADOT	\$ 1,536,915.17	1000-382	PRIME
STRIPING	MUSCOGEE	AL	2017	GADOT	\$ 590,729.29	1000-383	PRIME
STRIPING	PIERCE	AL	2017	GADOT	\$ 267,240.97	1000-684	PRIME
STRIPING	RICHMOND	AL	2017	GADOT	\$ 515,764.75	1000-280	PRIME
STRIPING	SUMTER	AL	2017	GADOT	\$ 264,816.51	1000-665	PRIME
STRIPING	THOMAS	AL	2017	GADOT	\$ 154,479.60	1000-411	PRIME
STRIPING	UPSON/PIKE	AL	2017	GADOT	\$ 257,194.94	1000-396	PRIME
STRIPING	WARE	AL	2017	GADOT	\$ 418,171.95	1000-612	PRIME
STRIPING	WHEELER	AL	2017	GADOT	\$ 152,171.59	1000-424	PRIME
STRIPING	WORTH	AL	2017	GADOT	\$ 183,728.02	1000-410	PRIME

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDDING AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	WORTH	AL	2017	GADOT	\$ 191,036.41	1000-600	PRIME
STRIPING	CULLMAN	AL	2017	GOOD HOPE CONTRACTING	\$ 176,854.50	1100-192	SUB
STRIPING	JEFFERSON	AL	2017	GOOD HOPE CONTRACTING	\$ 225,134.00	1100-206	SUB
STRIPING	CLAY	AL	2017	GARY INGRAM GRADING & PAVING	\$ 155,425.00	1327-033	SUB
STRIPING	CALHOUN	AL	2017	MIDSOUTH PAVING - BHAM	\$ 311,990.00	1616-013	SUB
STRIPING	CLAY	AL	2017	MIDSOUTH PAVING - BHAM	\$ 253,945.00	1616-014	SUB
STRIPING	JEFFERSON	AL	2017	MIDSOUTH PAVING - BHAM	\$ 158,349.00	1616-012	SUB
STRIPING	BARBOUR	AL	2017	MIDSOUTH PAVING - DOTHAN	\$ 407,016.00	1617-011	SUB
STRIPING	HOUSTON	AL	2017	MIDSOUTH PAVING - DOTHAN	\$ 262,620.50	1617-017	SUB
STRIPING	PIKE AND COFFEE	AL	2017	MIDSOUTH PAVING - DOTHAN	\$ 325,503.00	1617-026	SUB
STRIPING	BUTLER	AL	2017	MIDSOUTH PAVING - MONTGOMERY	\$ 272,682.00	1622-009	SUB
STRIPING	MONTGOMERY	AL	2017	MIDSOUTH PAVING - MONTGOMERY	\$ 292,541.00	1622-007	SUB
STRIPING	PIKE	AL	2017	MIDSOUTH PAVING - MONTGOMERY	\$ 177,468.00	1622-017	SUB
STRIPING	BALDWIN	AL	2017	MOBILE ASPHALT COMPANY	\$ 495,054.50	1770-199	SUB
STRIPING	BALDWIN	AL	2017	MOBILE ASPHALT COMPANY	\$ 237,437.80	1770-238	SUB
STRIPING	CHOCTAW	AL	2017	MOBILE ASPHALT COMPANY	\$ 195,220.00	1770-210	SUB
STRIPING	ESCAMBIA	AL	2017	MOBILE ASPHALT COMPANY	\$ 182,443.00	1770-244	SUB
STRIPING	ESCAMBIA	AL	2017	MOBILE ASPHALT COMPANY	\$ 163,625.00	1770-245	SUB
STRIPING	MOBILE	AL	2017	MOBILE ASPHALT COMPANY	\$ 235,500.60	1770-219	SUB
STRIPING	MONROE	AL	2017	MOBILE ASPHALT COMPANY	\$ 166,328.00	1770-227	SUB
STRIPING	WASHINGTON	AL	2017	MOBILE ASPHALT COMPANY	\$ 280,422.00	1770-240	SUB
STRIPING	CALHOUN	AL	2017	MCCARTNEY CONSTRUCTION	\$ 219,205.00	1830-169	SUB
STRIPING	CLEBURNE	AL	2017	MCCARTNEY CONSTRUCTION	\$ 211,645.00	1830-184	SUB
STRIPING	RANDOLPH/ CLEBURNE	AL	2017	MCCARTNEY CONSTRUCTION	\$ 211,817.50	1830-177	SUB
STRIPING	ST. CLAIR	AL	2017	MCCARTNEY CONSTRUCTION	\$ 220,017.50	1830-159	SUB
STRIPING	TALLADEGA	AL	2017	MCCARTNEY CONSTRUCTION	\$ 160,625.00	1830-197	SUB
STRIPING	PICKENS	AL	2017	W.S. NEWELL & SONS, INC.	\$ 235,324.00	1990-063	SUB
STRIPING	MOBILE	AL	2017	FRANK TURNER CONST.	\$ 168,518.65	2815-003	SUB
STRIPING	BALDWIN	AL	2017	JOHN G. WALTON CONST	\$ 162,066.20	2887-044	SUB
STRIPING	BALDWIN	AL	2017	JOHN G. WALTON CONST	\$ 197,188.50	2887-053	SUB
STRIPING	MOBILE	AL	2017	JOHN G. WALTON CONST	\$ 157,397.50	2887-041	SUB
STRIPING	CHOCTAW	AL	2017	H.O. WEAVER & SONS	\$ 151,120.00	2990-191	SUB
STRIPING	MARENGO	AL	2017	H.O. WEAVER & SONS	\$ 271,740.50	2990-179	SUB
STRIPING	MOBILE	AL	2017	H.O. WEAVER & SONS	\$ 268,986.00	2990-180	SUB
STRIPING	MOBILE	AL	2017	H.O. WEAVER & SONS	\$ 176,214.50	2990-189	SUB
STRIPING	HENRY	AL	2017	WIREGRASS CONSTRUCTION	\$ 172,436.00	3010-505	SUB
STRIPING	BARBOUR	AL	2017	WIREGRASS CONSTRUCTION - ARITON	\$ 175,782.00	3011-018	SUB
STRIPING	HENRY	AL	2017	WIREGRASS CONSTRUCTION - ARITON	\$ 171,431.00	3011-027	SUB
STRIPING	AUTAUGA	AL	2017	WIREGRASS CONSTRUCTION - MONTGOMERY	\$ 233,678.50	3014-014	SUB
STRIPING	MACON	AL	2017	WIREGRASS CONSTRUCTION - MONTGOMERY	\$ 560,923.00	3014-011	SUB
STRIPING	MONTGOMERY	AL	2017	WIREGRASS CONSTRUCTION - MONTGOMERY	\$ 181,293.75	3014-003	SUB
STRIPING	CHILTON	AL	2017	WIREGRASS CONSTRUCTION - PELHAM	\$ 156,374.00	3015-002	SUB
STRIPING	DALLAS	AL	2017	WIREGRASS CONSTRUCTION - PELHAM	\$ 185,228.00	3015-003	SUB

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDDING AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	MARION & WINSTON	AL	2016	ALDOT	\$ 171,085.00	190-030	PRIME
STRIPING	TUSCALOOSA, ETC	AL	2016	ALDOT	\$ 476,480.50	190-021	PRIME
STRIPING	FRANKLIN	AL	2016	APAC - ASHBURN & GRAY	\$ 197,261.00	150-062	SUB
STRIPING	MONTGOMERY	AL	2016	APAC - MIDSOUTH - MONTGOMERY	\$ 273,324.30	113-101	SUB
STRIPING	LAURENS, TREUTLEN	GA	2016	APAC - TENNESSEE (MCCARTHY)	\$ 2,180,504.00	175-001	SUB
STRIPING	DALLAS	AL	2016	ASPALT CONTRACTORS, INC.	\$ 192,490.00	160-247	SUB
STRIPING	LOWNDES	AL	2016	ASPALT CONTRACTORS, INC.	\$ 234,628.50	160-249	SUB
STRIPING	MARENGO	AL	2016	ASPALT CONTRACTORS, INC.	\$ 164,114.00	160-236	SUB
STRIPING	MARENGO	AL	2016	ASPALT CONTRACTORS, INC.	\$ 303,357.00	160-244	SUB
STRIPING	MONTGOMERY	AL	2016	ASPALT CONTRACTORS, INC.	\$ 203,940.00	160-245	SUB
STRIPING	MONTGOMERY	AL	2016	ASPALT CONTRACTORS, INC.	\$ 205,079.50	160-246	SUB
STRIPING	WILCOX	AL	2016	ASPALT CONTRACTORS, INC.	\$ 214,056.00	160-239	SUB
STRIPING	GREENE	AL	2016	S.T.BUNN CONSTRUCTION	\$ 208,720.00	370-330	SUB
STRIPING	MARION	AL	2016	S.T.BUNN CONSTRUCTION	\$ 231,330.50	370-338	SUB
STRIPING	TUSCALOOSA	AL	2016	S.T.BUNN CONSTRUCTION	\$ 178,462.50	370-336	SUB
STRIPING	CULLMAN	AL	2016	CARCEL & G CONSTRUCTION	\$ 192,930.00	555-008	SUB
STRIPING	BIBB	AL	2016	DUNN CONSTRUCTION	\$ 172,064.00	790-146	SUB
STRIPING	JEFFERSON	AL	2016	DUNN CONSTRUCTION	\$ 367,273.10	790-141	SUB
STRIPING	SHELBY	AL	2016	DUNN CONSTRUCTION	\$ 175,525.50	790-138	SUB
STRIPING	APPLING	GA	2016	GEORGIA DEPT OF TRANS	\$ 208,410.54	1000-380	PRIME
STRIPING	APPLING	GA	2016	GEORGIA DEPT OF TRANS	\$ 313,583.77	1000-381	PRIME
STRIPING	BIBB/MONROE	GA	2016	GEORGIA DEPT OF TRANS	\$ 174,750.20	1000-297	PRIME
STRIPING	BROOKS	GA	2016	GEORGIA DEPT OF TRANS	\$ 166,654.50	1000-289	PRIME
STRIPING	BURKE	GA	2016	GEORGIA DEPT OF TRANS	\$ 191,919.11	1000-290	PRIME
STRIPING	BURKE	GA	2016	GEORGIA DEPT OF TRANS	\$ 364,948.94	1000-291	PRIME
STRIPING	COFFEE	GA	2016	GEORGIA DEPT OF TRANS	\$ 151,847.65	1000-337	PRIME
STRIPING	DOUGHERTY	GA	2016	GEORGIA DEPT OF TRANS	\$ 302,945.08	1000-354	PRIME
STRIPING	GREENE	GA	2016	GEORGIA DEPT OF TRANS	\$ 167,189.96	1000-322	PRIME
STRIPING	HENRY	GA	2016	GEORGIA DEPT OF TRANS	\$ 239,071.57	1000-275	PRIME
STRIPING	LOWNDES	GA	2016	GEORGIA DEPT OF TRANS	\$ 309,366.98	1000-260	PRIME
STRIPING	MERIWETHER	GA	2016	GEORGIA DEPT OF TRANS	\$ 174,119.98	1000-319	PRIME
STRIPING	UPSON, ETC	GA	2016	GEORGIA DEPT OF TRANS	\$ 345,355.71	1000-283	PRIME
STRIPING	UPSON	GA	2016	GEORGIA DEPT OF TRANS	\$ 222,574.38	1000-320	PRIME
STRIPING	CULLMAN	AL	2016	GOOD HOPE CONTRACTING CO	\$ 176,019.30	1100-184	SUB
STRIPING	ST. CLAIR	AL	2016	GOOD HOPE CONTRACTING CO	\$ 153,883.00	1100-185	SUB
STRIPING	ST. CLAIR	AL	2016	GOOD HOPE CONTRACTING CO	\$ 182,378.00	1100-189	SUB
STRIPING	WALKER	AL	2016	GOOD HOPE CONTRACTING CO	\$ 448,248.50	1100-180	SUB
STRIPING	TALLAPOOSA	AL	2016	GARY INGRAM GRADING & PAVING	\$ 256,242.00	1327-020	SUB
STRIPING	BIBB	AL	2016	MIDSOUTH PAVING - BIRMINGHAM	\$ 183,466.00	1616-007	SUB
STRIPING	JEFFERSON	AL	2016	MIDSOUTH PAVING - BIRMINGHAM	\$ 287,448.00	1616-005	SUB

COMPLETED JOBS LAST
3 YEARS

TYPE OF WORK	LOCATION COUNTY	STATE	DATE COMPLETED	OWNER OR AWARDED AUTHORITY	CONTRACT AMOUNT	JOB NO.	PRIME OR SUB
STRIPING	JEFFERSON	AL	2016	MIDSOUTH PAVING - BIRMINGHAM	\$ 161,854.85	1616-009	SUB
STRIPING	GENEVA	AL	2016	MIDSOUTH PAVING - DOTHAN	\$ 178,947.00	1617-006	SUB
STRIPING	HOUSTON	AL	2016	MIDSOUTH PAVING - DOTHAN	\$ 269,495.50	1617-005	SUB
STRIPING	HOUSTON	AL	2016	MIDSOUTH PAVING - DOTHAN	\$ 220,958.50	1617-013	SUB
STRIPING	PIKE	AL	2016	MIDSOUTH PAVING - DOTHAN	\$ 189,786.00	1617-003	SUB
STRIPING	BUTLER	AL	2016	MIDSOUTH PAVING - MONTGOMERY	\$ 166,941.00	1622-012	SUB
STRIPING	BUTLER	AL	2016	MIDSOUTH PAVING - MONTGOMERY	\$ 196,000.00	1622-015	SUB
STRIPING	ESCAMBIA	AL	2016	MIDSOUTH PAVING - MONTGOMERY	\$ 201,290.00	1622-006	SUB
STRIPING	ESCAMBIA	AL	2016	MIDSOUTH PAVING - MONTGOMERY	\$ 241,059.00	1622-010	SUB
STRIPING	BALDWIN	AL	2016	MOBILE ASPHALT COMPANY	\$ 187,701.00	1770-209	SUB
STRIPING	CHOCTAW	AL	2016	MOBILE ASPHALT COMPANY	\$ 195,220.00	1770-210	SUB
STRIPING	MONROE	AL	2016	MOBILE ASPHALT COMPANY	\$ 166,722.00	1770-216	SUB
STRIPING	WASHINGTON	AL	2016	MOBILE ASPHALT COMPANY	\$ 301,833.00	1770-223	SUB
STRIPING	CALHOUN	AL	2016	MCCARTNEY CONSTRUCTION CO	\$ 206,040.00	1830-185	SUB
STRIPING	ETOWAH	AL	2016	MCCARTNEY CONSTRUCTION CO	\$ 169,793.00	1830-173	SUB
STRIPING	COLBERT	AL	2016	OZARK STRIPING CO	\$ 298,205.00	2160-078	PRIME
STRIPING	COBB & FULTON	AL	2016	PITTMAN CONSTRUCTION CO	\$ 2,359,886.46	2275-003	SUB
STRIPING	RUSSELL	AL	2016	ROBINSON PAVING COMPANY	\$ 266,570.00	2450-004	SUB
STRIPING	BARBOUR	AL	2016	S & C MATERIALS & PAVING, INC	\$ 163,286.00	2560-064	SUB
STRIPING	BUTLER	AL	2016	CHARLES E. WATTS, INC.	\$ 230,753.00	2970-023	SUB
STRIPING	BALDWIN	AL	2016	H.O. WEAVER & SONS	\$ 282,525.80	2990-176	SUB
STRIPING	CLARKE	AL	2016	H.O. WEAVER & SONS	\$ 175,896.00	2990-171	SUB
STRIPING	MARENGO	AL	2016	H.O. WEAVER & SONS	\$ 185,246.00	2990-169	SUB
STRIPING	MOBILE	AL	2016	H.O. WEAVER & SONS	\$ 682,822.50	2990-135	SUB
STRIPING	WILCOX	AL	2016	H.O. WEAVER & SONS	\$ 368,178.00	2990-163	SUB
STRIPING	BLOUNT	AL	2016	WHITAKER CONTRACTING CORP	\$ 217,852.00	3070-129	SUB
STRIPING	COVINGTON	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 344,456.00	3010-488	SUB
STRIPING	COVINGTON	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 178,794.00	3010-504	SUB
STRIPING	DALE	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 275,160.50	3010-487	SUB
STRIPING	DALE	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 171,945.00	3010-489	SUB
STRIPING	GENEVA	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 237,605.00	3010-496	SUB
STRIPING	MACON	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 182,310.00	3010-495	SUB
STRIPING	MONTGOMERY	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 258,263.50	3010-454	SUB
STRIPING	MONTGOMERY	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 243,174.50	3010-483	SUB
STRIPING	MONTGOMERY	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 191,230.00	3010-500	SUB
STRIPING	COFFEE	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 248,534.00	3011-006	SUB
STRIPING	CRENSHAW	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 212,496.50	3011-005	SUB
STRIPING	DALE ETC.	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 364,393.00	3011-007	SUB
STRIPING	ELMORE	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 155,024.00	3014-005	SUB
STRIPING	SHELBY	AL	2016	WIREGRASS CONSTRUCTION CO.	\$ 168,930.00	3015-001	SUB

REFERENCES

List references from at least two (2) clients, preferably municipalities for whom your company has completed striping services within the last two (2) years. References should include the name, address, and telephone number for a contact person for each referenced cited.

1. City of Opelika, Scott Parker

2. City of Phenix City, AL, Angel Moore, 334-488-2760

3. City of Auburn, AL, David Ponder, 334-501-3000

4. _____

PROOF OF APPROPRIATE STATE CERTIFICATIONS

Provide proof that bidder is licensed to operate in Alabama. Attach certifications/licenses as appropriate.

STATE OF ALABAMA

BID LIMIT U
AMOUNT UNLIMITED



LICENSE NO 7193
TYPE RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

OZARK STRIPING COMPANY INC

OZARK, AL 36360

is hereby licensed a General Contractor in the State of Alabama and is authorized
to perform the following type(s) of work:

HS-S. TRAFFIC CONTROL AND SAFETY

until May 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

1st day of May, 2018

142245

SECRETARY-TREASURER

CHAIRMAN

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the **City of Opelika, Alabama** as owner in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2019.

The condition of the above obligation is such that whereas, the Principal has submitted to the **City of Opelika, Alabama** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

City-Wide Striping Project

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

SEAL

By: _____

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2019 by and between _____ (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

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

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

City-Wide Striping Project

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately _____ dollars (\$ _____),
in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the

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

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

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

ATTEST:

City of Opelika, Alabama
(Owner)

(Contractor)

By: _____

By: _____

(Owner's Witness)

(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**The City of Opelika
Post Office Box 390
Opelika, AL 36803-0390**

hereinafter called OWNER, in the penal sum of _____ (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THESE OBLIGATION is such that whereas, the Principal entered into in
2003, a copy of which is hereto attached and made a part hereof for the performance of:

City-Wide Striping Project

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the terms and conditions of the Contract in all respects on its part, and shall fully pay all
obligations incurred in connection with the performance of such Contract on account of labor and
materials used in connection therewith, and all such other obligations of every form, nature and
character, and shall save harmless the Owner from all and any liability of every nature, kind and
character which may be incurred in connection with the performance or fulfillment of such Contract
or other such liability resulting from negligence or otherwise on the part of such Principal, and
further shall save harmless the Owner from all costs and damage which may be suffered by reason of
the failure to fully and completely perform said Contract, and shall fully reimburse and repay the
Owner from all costs and damage which may be suffered by reason of the failure to fully and

completely perform said Contract, and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and materials furnished in connection with the performance of the Contract, and that the failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment on the Contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this the _____ day of _____, 2019.

Executed in two (2) counterparts.

ATTEST:

Contractor: _____

Witness: _____

By: _____
(PRINCIPAL)

Surety: _____

Witness: _____

By: _____
(PRINCIPAL)

EXHIBIT A

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

The City of Opelika
P. O. Box 390
Opelika, AL 36801

hereinafter called OBLIGEE, in the penal sum of
_____ Dollars, (\$_____) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives,
successors, and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with said Obligee, dated this ____ day of
_____, 2018, hereinafter referred to as the Contract for the construction of:

City-Wide Striping Project

Which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set
out herein.

Attachment: Exhibit A--Ozark Striping Proposal and Bonds (084-19 : City Wide Striping Corrected Resolution)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extensions of or additions to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise to remain in full force and effect; provided, however, that this bond is subject to the following conditions and limitations:

- A) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal or Surety or either of them (but not later than one (1) year after the final settlement of said Contract) in which action claim or claims shall be adjudicated and judgment rendered thereon.
- B) The Principal and Surety hereby designate and appoint _____ (to be filled in by Surety Co.) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- C) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- D) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- E) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds and Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2019.

Witness:

Countersigned: Resident Agent



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Ozark Striping Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Attachment: Exhibit A--Ozark Striping Proposal and Bonds (084-19 : City Wide Striping Corrected Resolution)



Company ID Number: 510105

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Ozark Striping Company, Inc.**

Leon Gross III

Name (Please Type or Print)

Title

Electronically Signed

02/24/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

02/24/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Ozark Striping Company, Inc.
Company Facility Address:	1273 W. Roy Parker Rd.
	Ozark, AL 36360
Company Alternate Address:	Post Office Box 847
	Ozark, AL 36361
County or Parish:	DALE
Employer Identification Number:	630569702



Company ID Number: 510105

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Debbie Sharpe	Fax Number:	(334) 774 - 9073
Telephone Number:	(334) 774 - 2138		
E-mail Address:	debbiesharpe@centurytel.net		
Name:	Linda Miller	Fax Number:	(334) 774 - 9073
Telephone Number:	(334) 774 - 2138		
E-mail Address:	lmiller1953@yahoo.com		

RESOLUTION NO. 085-19

Eliminating position of Economic Development Work Force Coordinator.

RESOLUTION NO. _____

**RESOLUTION ELIMINATING THE POSITION OF
ECONOMIC DEVELOPMENT WORK FORCE COORDINATOR**

WHEREAS, the Mayor has submitted his recommendation to the City Council to eliminate the position of Economic Development Work Force Coordinator.

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

1. That the existing job classification of Economic Development Work Force Coordinator at pay grade 17 is hereby eliminated.
2. That the Economic Development Director and Controller are hereby authorized and directed to modify the organizational chart of the Economic Development Department to implement the changes in personnel as contemplated by this Resolution.
4. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.
5. That this Resolution shall take effect upon its passage and adoption by the City Council.

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

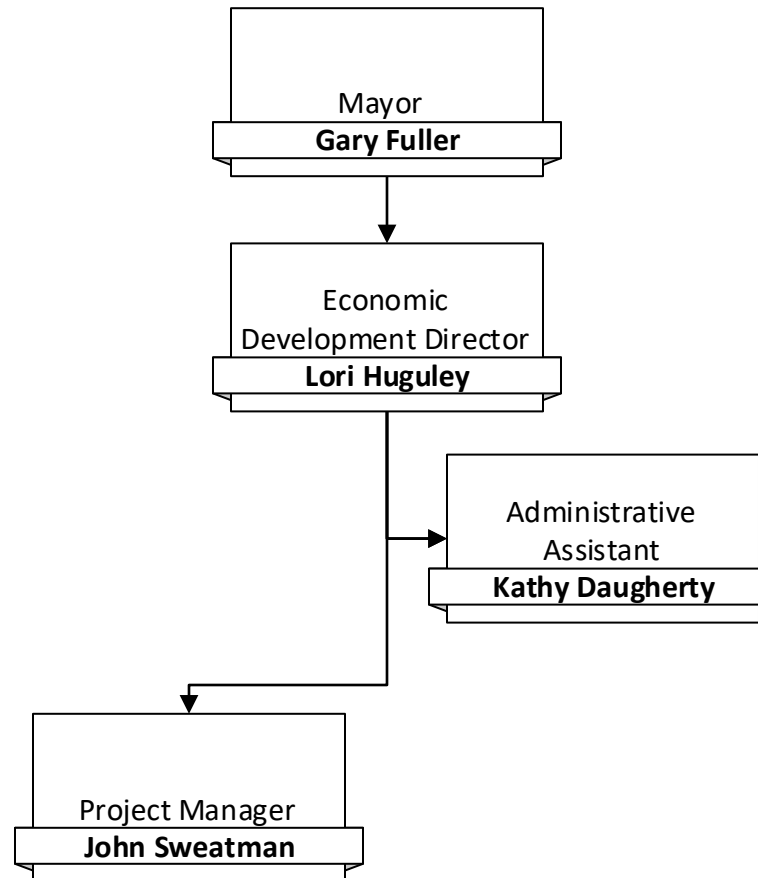
PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



ECONOMIC DEVELOPMENT



RESOLUTION NO. 086-19

Amending Organizational Chart of the Community Relations Department.

RESOLUTION NO. _____

**RESOLUTION AMENDING THE ORGANIZATIONAL CHART
OF THE COMMUNITY RELATIONS DEPARTMENT
OF THE CITY OF OPELIKA, ALABAMA**

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

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the City and its citizens.

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

1. That the new job classification of Community Relations Coordinator at pay grade 13 in the Community Relations Department is hereby approved and authorized by the City Council. The job description of Community Relations Coordinator, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved. The new position of Community Relations Coordinator will report to the Community Relations Officer.
2. That the Community Relations Officer is hereby authorized and directed to modify the organizational chart of the Community Relations Department to implement the changes in personnel as contemplated by this Resolution.
3. That the Controller is authorized to make the appropriate budget adjustments to

implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

EXHIBIT “A”**CITY OF OPELIKA
POSITION DESCRIPTION****TITLE: COMMUNITY RELATIONS COORDINATOR****GENERAL DESCRIPTION**

The Community Relations Coordinator assists the Community Relations Officer and makes decisions within a delegated scope of public information activities as directed, assists with establishing and maintaining effective public relations with media representatives and the public, and provides other professional staff with administrative support. The incumbent works with local businesses, community and neighborhood groups when directed. Work is performed under the general supervision of the Community Relations Officer, and is reviewed for adequacy, accuracy, and adherence to departmental policies and standards. Work involves communication and direct contact with the media and public; and limited involvement with more technical aspects of producing various media and audio-visual material.

PRIMARY DUTIES: *This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.*

Assists with development and implementation of marketing/public relations plans to keep the lines of communication open among the City’s various public agencies-entities.

Assists with press releases and media articles for the City of Opelika to promote interest and involvement in the community.

Maintains and updates the City’s website and develops and implements ideas to ensure extensive exposure of the web site address as directed.

Develops and maintain videos creations for social media and website as directed.

Performs research and market analysis activities and social media and website analytics as directed.

Builds and maintains a media list and database.

Assists in planning and organizing city-wide special events as directed.

Attends meetings in order to obtain or provide information relating to department plans, programs, procedures, and operations.

Originates, plans, and composes news items, media articles, stories, bulletins, speeches, reports, and letters for staff, department, and the City as directed.

Communicates with and build relationships with City departments and department Heads.

Serves as departmental liaison with various external groups, such as media, business interests, community groups, and the general public and maintain strategic marketing relationships with these entities when directed.

Contacts media representatives and arranges for exposure or explains activities; responds to questions directed to the City’s departments when directed.

Communicates with and responds to inquiries for City Employees, media, and the public regarding City activities when directed.

COMMUNITY RELATIONS OFFICER

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Coordinates or determines time, place, or sequence of operations or activities based on analysis of data and possibly executes determinations or reports on events.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

None.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles or uses machines, tools, equipment or work aids involving moderate latitude for judgment regarding attainment of a standard or in selecting appropriate items such as computers, peripherals, or software programs such as word processing, spreadsheets or custom applications.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads scientific and technical journals, abstracts, financial reports, and legal documents; writes complex articles and reports; makes presentations to professional groups.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs work involving the application of logical principles and thinking to solve practical problems within or applying to a unit or division of the organization; requires continuous, close attention for accurate results and frequent exposure to unusual pressure.

JUDGMENT REQUIREMENTS: *Judgement requirements refers to the frequency and complexity of judgments and decisions given the stability of the work environment, the nature and type of guidance, and the breadth of impact of the judgments and decisions.*

Requires decision-making as a minor part of the job, affecting segments of the organization and the general public.

IMPACT OF ERRORS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death for individuals.*

Created March 4, 2019

COMMUNITY RELATIONS OFFICER

Makes decisions with minor impact - affects only those in immediate work area.

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires education or training equivalent to a bachelor's degree in communication, public relations, marketing, or a closely related field as determined by the hiring authority.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires a valid State of Alabama Driver's License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires three years of related experience. A combination of education and experience may be adequate as determined by the hiring authority.

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and moderate dexterity in operating machines, tools, or office equipment.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for the safety of others, either inherent in the job or to assure the safety of the general public.*

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat and/or cold, wet/humid conditions, bright and/or dim light, dust or pollen, and traffic.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

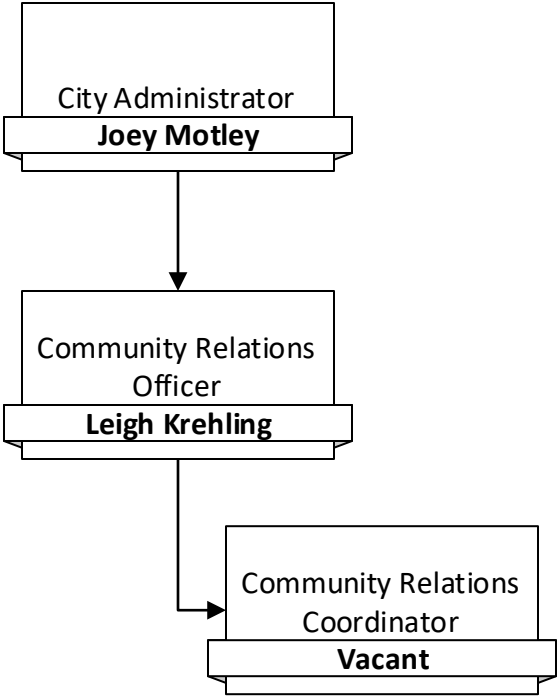
The position requires normal visual acuity and field of vision, hearing, speaking, color perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Opelika is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.



COMMUNITY RELATIONS



RESOLUTION NO. 087-19

Special appropriation to Envision Opelika, Unity Stampede Walk/Run**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

WHEREAS, Envision Opelika is now in need of additional funds to assist with their 2019 Unity Stampede Walk/Run with all the proceeds being used to fund Character Education, scholarships to Southern Union and promote healthy life styles in the community, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Tiffany Gibson-Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$200.00 from their respective discretionary fund, to assist with funding the 2019 Unity Stampede Walk-Run event.

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

1. The City Council approves a special appropriation of \$1,000.00 to Envision Opelika to assist with the cost of the 2019 Unity Stampede Walk-Run event.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund	\$ 200.00
Tiffany Pitts	Ward 2	Reserve fund	\$ 200.00
Dozier Smith T	Ward 3	Reserve fund	\$ 200.00
Eddie Smith	Ward 4	Reserve fund	\$ 200.00
David Canon	Ward 5	Reserve fund	\$ 200.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to Envision Opelika Foundation can be prepared and delivered with said funds being earmarked and designated for the 2019 Unity Stampede Walk-Run event.

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

President of the City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

ORDINANCE NO. 004-19-ORD

Amend Zoning Ordinance Section 7.3 and Add Section 8.27 Body Art - 1St Reading

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE ZONINGORDINANCE OF THE CITY OF OPELIKA

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

Section 1. Amendment. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respect:

That Section 7.3, “USES”, as amended, is further amended so that the use category of Body Art (Tattoo & Piercing) as shown in the matrix table shall be revised by changing the use in the C-2 zoning district from Not Allowed (N) to Conditional Use (C):

Uses:

Districts:

	R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1
M-2	I-1	GC										

Body Art	N	N	N	N	N	N	N	N	C	C	A	N	N	N
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(Tattoo & Piercing)

Section 2. Amendment. That Section VIII of Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended to add a new subsection to be numbered 8.27 to read as follows:

Section 8.27 Body Art (Tattoo and Body Piercing)

A. Purpose and Intent

The purpose and intent of this section is to regulate body art business/uses, which may have secondary effects on the neighboring areas and the community as a whole. The State of Alabama through the Public Health Department provides regulations regarding the sanitary requirements, licensing and operation of body art businesses and operators. Nothing in this section is intended to authorize or permit any establishment in violation of any city, county, state or federal ordinance, code or statute. The City has determined that this section is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Body Art Regulations

1. No body art business shall be established within 500 feet of any property zoned primarily for residential use. This includes the following zones: R-1, R-1A, R-2, R-3, R-4, R-4M, R-5, R-5M, PRD, PUD, VR-1 or VR-2. (Distance is measured in a straight line from the nearest property line of the body art business to the nearest property in a residential zone. This same measurement method shall be used below.)
2. No body art business shall be established within a radius of 500 feet from any other existing body art business.
3. No body art business shall be established within a radius of 1,000 feet from any other existing body art business.
4. No body art business shall be operated in any manner that permits the display, advertisement, or observation of any material depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” from any public way (street, sidewalk, etc.) or from any location outside the building or area of such establishment. This provision shall apply to any decoration, sign, show window or opening into the business.
5. The body art business shall operate within a permanent facility. No body art establishment may operate within a temporary or mobile facility. No

body art establishment shall be operated as a home occupation.

6. No body art business shall be operating for business or open during the hours from 11:00 p.m. to 7:00 a.m. The hours may be expanded during the conditional use approval if the additional hours are in line with surrounding business operational hours or will not impact surrounding uses. Likewise, the hours may be reduced during conditional use approval if operational hours of the body art business vary significantly from those adjacent uses.
7. In no circumstances shall alcohol be sold, consumed or purchased in any body art establishment.
8. All body art operators and body art establishments shall be in compliance with all local, state and federal requirements at all times.

Section 3. Repeal of Conflicting Ordinances. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2019.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK