OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
204 South 7th Street
October 1, 2019
TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION
   1. Pastor Henry Lewis Smith.

4. PLEDGE OF ALLEGIANCE
   1. Emma Hughley and Whit Cooper from the Northside Intermediate School.

5. READING OF MINUTES
   1. Minutes from the 9-17-19 city council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
   1. Proclamation for National Disability Employment Awareness Month.
   2. Proclamation for RIF - Run to Read Day.

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Request by Kitty Greene, temporary street closure on Oct. 31st.
    2. Request by Main Street on behalf of Griff Goods, temp. street closure on Oct 19th.
    3. Request by Interstate Hotels LLC, DBA Fairfield Inn and Suites - Beer & Wine Off Premise License.
    4. Request by Opelika Interstate Hotels II LLC, DBA Hampton Inn and Suites - Retail Beer & Wine Off Premise License.
    5. Request by Dreamz Lounge and Pool Hall LLC, Dba Dreamz - Lounge Retail Liquor Class I and Beer on Premise License.

12. AWARDING OF BIDS
    1. Right-Of-Way Vegetation Management - OPS
    2. Residential Building Demolitions - INSP
    3. Society Hill Road/Gateway Drive Roundabout Conversion - ENG

13. RESOLUTIONS

1. Expense reports from various departments.
2. Designate City Personal Property as Surplus & Authorize Disposal
3. Purchase - X-Ray Baggage Scanner - NCPA Contract - PD
4. Purchase - Two-Way Radios - State Contract - PD
5. Purchase - In-Car Video Recording Systems - Sole Source - PD
6. Purchase - (20) Vests - State Contract - PD
7. Purchase - Police Equipment for Police Package Automobiles - State Contract - PD
8. Purchase - (7) 2020 Chevrolet Tahoes - State Contract - PD
9. Purchase - (1) New Ford F450 - HGAC Contract #AM10-18 - FD
10. Purchase - (1) 2020 Peterbilt 520 Daycab W/ McNeilus 2849 Side Loader Body-Sourcewell Contr-OES
11. Building Permit Refund - Camellia Custom Homes.
12. Application for the 2019 Byrne Justice Assistance Grant - OPD.
13. Request by Verizon Wireless for a SUP for 2100 Tiger Town Parkway.
14. Annual appropriation contract FY2020 with American Red Cross.
15. Annual appropriation contract FY2020 with Main Street.
16. Annual appropriation contract FY2020 with Storybook Farm.
17. Annual appropriation contract FY2020 with KOB.
18. Annual appropriation contract FY2020 with Lee Co. Youth Dev.
19. Annual appropriation contract FY2020 with EMS.
20. Annual appropriation contract FY2020 with Museum of E.A.
21. Special appropriation to Chamber Commerce, 20 Under 40 program.
22. Special appropriation to Arts Assoc. of East Alabama for 2020 Songwriters Festival.
23. Special appropriation to Southern Union State Community Foundation.
24. Project Agremeent with ALDOT for Bike/Ped Masterplan
25. Special appropriation to P&R Sportsplex for annual Health Fair
26. Loan to OIDA to purchse land for a new Technology Park.
27. Expense report from Guy Gunter.

14. ORDINANCES

1. Amend Zoning Ord & Map: 1600 Toomer Street R3 to I1 - 2nd Reading.
2. Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 1st Reading.
3. Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 1st Reading.

15. APPOINTMENTS

1. Reappoint David Hudmon to the Board of Adjustment & Appeals. Term ends 10-01-23.
2. Appoint Morgan Beadles to the Kreher Preserve & Nature Center advisory board. Term ends 12-31-24.

16. ADJOURN

1. Character Trait of the Month - Responsibility, the state of being accountable for something.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3717

CM MINUTES (ID # 3717)

Minutes from the 9-17-19 city council meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
September 17, 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 city council members were present.

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

3. Invocation

Minister Larry Presley provided the invocation.

1. Minister Larry Presley with the Trinity United Methodist Church.

4. Pledge of Allegiance

Jaxon and Caleb lead the Pledge of Allegiance.

1. Jaxon Kellard and Caleb Schrimsher from Southview Primary Schoo.

5. Reading of Minutes
1. Minutes from the 9-03-19 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 the City Council for recognizing Raymond Newman at the last council meeting for his 100th birthday. He passed one week later.

1. City financial report - August 2019
Mayor Fuller passed out hard copies of the City's August 2019 financial summary.
2. August 2019 Monthly Building Report
Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the August 2019 Building Permit report.
3. Reappoint Dr. Bill Whatley to the Opelika Housing Authority. New term ends 10-18-24.
Mayor Fuller advised the City Council that he had reappointed Dr. Bill Whatley to another term on the Opelika Housing Authority.
4. Recognize Police Officer Jonathan Fordham as the Officer of the Quarter.
Mayor Fuller and Chief McEachern recognized Jonathan Fordham as the Police Officer of the Quarter.
5. CCOPS - recognition of police officers.
Mayor Fuller, Jack Galassini and Mary Hoerlein with the CCOPS program recognized four police officers for their outstanding service. There was one officer recognized from the Opelika Police Department, Auburn Police Department, Lee Co. Sheriffs office and the Alabama State Troopers.

Generated 9/20/2019 4:00 PM

8. Citizen Communications

(Limit comments to five minutes or less)

Billy Allen thanked the Mayor and City Council for their assistance with cleaning up the property on Grove Avenue. I accept the responsibility for taking care of my property and will help privately owned land be safe and clean for the public good. Thank you.

Victor Harris stated plans have been submitted to the Planning department for renovating the Curtis Home. We are a non-profit and ask the City to waive the various permit fees. President Smith asked Mr. Motley to get with Mr. Harris before he leaves to get any information needed to assist Mr. Harris.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Main Street for street closure, Christmas in a RR Town, December 13th.

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 by Taste of Asia Inc. (KTV) - Beer & Wine on Premise License.

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

3. Request by Taste of Asia Inc. - Restaurant Retail Liquor & Beer on Premise License.

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

4. Public Hearing - Weed Abatement Assessment - 308 Brannon Ave

Mr. Shuman presented this public hearing for a weed assessment in the amount of $234.85 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing - Weed Abatement Assessment - 509 1St Ave

Mr. Shuman presented this public hearing for a weed assessment in the amount of $263.60 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

Mr. Shuman presented this public hearing for a weed assessment in the amount of $217.04 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing - Weed Abatement Assessment - 1301 Fitzpatrick Ave

Mr. Shuman presented this public hearing for a weed assessment in the amount of $197.84 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing - Weed Abatement Assessment - 1917 Pepperell Pkwy

Mr. Shuman presented this public hearing for a weed assessment in the amount of $90.34 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing - Weed Abatement Assessment - 2300 Dorsey St.

Mr. Shuman presented this public hearing for a weed assessment in the amount of $1,159.61 to said property. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing, amend zoning Ord. & Map: R-3 to I-1 - 1600 Toomer Street.

Mr. Shuman presented this public hearing to amend the zoning ordinance and map for said property from R-3 to I-1. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 261-19 Single-Phase Pole Mounted Transformers - OPS

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

2. Bids 262-19 Single-Phase Pad Mounted Transformers - OPS

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

3. Bids 263-19 15KV Primary Underground Distribution Cable - OPS

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

13. Resolutions

1. Resolution 264-19 Expense reports from various departments.

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

2. Resolution 265-19 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 266-19 Change Order Request - Emergency Lighting by Haynes - PD

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

4. Resolution 267-19 Purchase - Furniture - State Contract - HR

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

5. Resolution 268-19 Purchase - Gasoline and Diesel Fuel - State Contract - PW/AS

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

6. Resolution 269-19 Emergency Repair - Truck #834 - OES

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 270-19 Weed Abatement Assessment - 308 Brannon Ave.

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

8. Resolution 271-19 Weed Abatement Assessment - 509 1St Ave.

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

9. Resolution 272-19 Weed Abatement Assessment - 1109 Magnolia St.

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

10. Resolution 273-19 Weed Abatement Assessment - 1301 Fitzpatrick Ave.

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

11. Resolution 274-19 Weed Abatement Assessment - 1917 Pepperell Pkwy.

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

12. Resolution 275-19 Weed Abatement Assessment - 2300 Dorsey St.

Attachment: CM 10-01-19, Minutes from 9-17-19 CM (3717 : Minutes from the 9-17-19 city council meeting.)

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

13. Resolution 276-19 IHeart Media Radio Advertising (OPS)

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

14. Resolution 277-19 Tax abatement - Kwangsung 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

15. Resolution 278-19 Annual contract, Lee Co. Rabies Officer.

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

16. Resolution 279-19 Annual Appropriation Contract - Lee County Humane Society.

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

17. Resolution 280-19 Reserve current year city council discretionary balances.

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

18. Resolution 281-19 Deny rezoning application, 32.45 acres on Gateway Drive, Capps property.

Mr. Gunter reviewed the resolution explaining the various reasons supporting the denial of this application for a rezoning.
Mr. Canon stated the city council rarely turns down a zoning application but, this property needs a good land use. Current sign regulations require measuring height from ground while applicant requested measuring the sign height from street level.
Ms. Pitts asked why the Planning Commission sent this application to the City Council when it did not meet the current sign regulations? Matt Mosley, Planning Director, stated there is some latitude in the sign regulations that allows alternative actions with city council approval.
Mr. Gunter stated the signage requested exceeds the Planning Commission recommendation.

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

19. Resolution 282-19 Intergovernmental Project Funding Agreement with Lee Co.

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

14. Ordinances
    1. Ordinance 019-19-ORD Lease agreement with East Central Alabama Highway Safety Office - 2nd Reading.

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

    2. Ordinance 020-19-ORD Amendments to the Personnel Policies and Procedures Manual - 2nd Reading.

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

    3. Ordinance 021-19-ORD Refunding trust agreement / Series 2010-B Warrants 1st Reading.

This ordinance was introduced by Mr, Canon. Then Mr. Smith T made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:
Ayes Jones, Pitts, Smith T, Canon, Smith.
Nays None.

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

    4. Ordinance Amend Zoning Ord & Map: 1600 Toomer Street R3 to I1 - 1st Reading.

This ordinance was introduced by Ms. Jones.

RESULT: **FIRST READING INTRODUCED**

15. Appointments
    1. Mayor Fuller reappointed Dr. Bill Whatley to the Housing Authority. New term ends 10-18-24.

16. Adjourn

The City Council meeting minutes of September 17, 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. Character Trait of the month - Dedication, a state of being totally committed to something.
2. Motion to adjourn.

The council meeting was ended at 7:57 pm.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3718

GENERAL BUSINESS (ID # 3718)

Request by Kitty Greene, temporary street closure on Oct. 31st.

Shuman, Robert

To: Kitty Greene
Cc: Fuller, Gary
Subject: Temporary street closure 6th St. and 4th Ave. / Halloween in the Northside Historic District

From: Kitty Greene <kitty@archangel.com>
Sent: Friday, September 20, 2019 9:44 AM
To: Shuman, Robert <RShuman@opelika-al.gov>
Cc: Fuller, Gary <GFuller@opelika-al.gov>
Subject: Temporary street closure 6th St. and 4th Ave. / Halloween in the Northside Historic District

Hi Bob,

The residents of 6th Street North request that the city approve the closing of a portion of 6th Street North at the intersection of 4th Avenue on October 31, 2019 from 4 pm to 9 pm.

This street has a dead end which has created a dangerous situation for traffic entering during previous Halloweens. In addition, the residents would like to provide special Halloween activities on the street during this time.

Regards,

Kitty Greene
400 North 6th Street, Opelika
334-744-4807

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3719

GENERAL BUSINESS (ID # 3719)

Request by Main Street on behalf of Griff Goods, temp. street closure on Oct 19th.

September 19, 2019

TO: Opelika City Council

FROM: Opelika Main Street, Executive Director Ken Ward

RE: Street Closure Request

Please find below our street closure request on behalf of local business Griff Goods.

Griff Goods will be hosting a Griff Gathering on **October 19th, 2019** which will be a non-ticketed event. As part of the event, they will be hosting a street night market featuring local artists on 1st Avenue. The time for this event will be from 7 p.m – 10 p.m., and Griff Goods will need the block of 1st Avenue between N 7th Street and N 8th Street blocked off from 10:00 a.m until 10:30 p.m..

Please Note: This is not a Opelika Main Street event, any questions regarding the event itself should be directed to Abby Griffin at: c.abbygriffin@gmail.com.


Dorris Sign
1st Ave
N 7th St
Red Clay Brewing Company
Griff Goods
N Railroad Ave
N 8th St
uel
rch
nter

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3730

GENERAL BUSINESS (ID # 3730)

Request by Interstate Hotels LLC, DBA Fairfield Inn and Suites - Beer & Wine Off Premise License.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3729

GENERAL BUSINESS (ID # 3729)

Request by Opelika Interstate Hotels II LLC, DBA Hampton Inn and Suites - Retail Beer & Wine Off Premise License.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 3707

GENERAL BUSINESS (ID # 3707)

Request by Dreamz Lounge and Pool Hall LLC, Dba Dreamz - Lounge Retail Liquor Class I and Beer on Premise License.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 283-19

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3733

Right-Of-Way Vegetation Management - OPS

RESOLUTION NO. ______________

WHEREAS, the Purchasing Department solicited bids for a contract for Right-of-Way Vegetation Management for Opelika Power Services; and

WHEREAS, Alabama Power Co. is the low bidder meeting specifications; and

WHEREAS, funds for this contract are budgeted;

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

1. That the contract be awarded to Alabama Power Co. on their low bid meeting specifications.

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

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

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

ATTEST:

____

Robert G. Shuman, CMC
City Clerk - Treasurer

Council Meeting: 10/1/19

FACT SHEET

SUBJECT: Sealed Bid #19035 – We are asking the Council to approve a contract for Right-of-Way Vegetation Management

FACTS:

- Bid opening date – 9/23/19
- User departments – Opelika Power Services
- The bid was mailed to 39 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Alabama Power Co. on their low bid meeting specifications on an as needed basis.**

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES										39 VENDORS INVITED
CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT										2 BIDS RECEIVED
	ITEM 1: CIRCUIT 11			ITEM 4: CIRCUIT 21						
	ITEM 2: CIRCUIT 12			ITEM 5: CIRCUIT 22						
	ITEM 3: CIRCUIT 13									
	ITEM 1		ITEM 2		ITEM 3		ITEM 4		ITEM 5	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE										
A+ LANDSCAPING & IRRIGATION										
AAA GENERAL CONTRACTORS INC										
ALABAMA POWER CO	**$ 47,479.85**	**19 weeks**	**$ 23,902.56**	**8.5 weeks**	**$ 43,972.72**	**15.5 weeks**	**$ 35,897.40**	**12.5 weeks**	**$ 34,866.92**	**12 weeks**
ASPLUNDH TREE EXPERT	$ 42,314.20	5 weeks	$ 14,962.48	2 weeks	$ 63,225.72	5 weeks	$ 49,689.15	7 weeks	$ 54,167.31	8 weeks
BLOOMING COLORS										
BODINE'S LANDSCAPE										
BURFORD'S TREE INC										
D & J ENTERPRISES										
EARTH-WISE INC										
ENVIROGRIND LLC										
ENVIRONMENTAL PARTNERS INC										
EVER GREEN OUTDOOR SVCS INC										
FLORA TERRA LLC										
FOUR SEASONS LANDSCAPE										
GENESIS LANDSCAPING										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
HUDMON CONSTRUCTION										
INFINITY GROUP LLC, THE										
JERDAN SERVICES INC										
LIPSCOMB, CLANTON										
LOWERY'S LANDSCAPING										
MANTEK										
MARTIN'S GREEN THUMB										
NATURCHEM										
OPERATIONS MGMT INTL INC										
PARKER GRASSING INC										
PIEDMONT FERTILIZER CO										
PRO LAWNS INC										
REED TREE CUTTING & LAWN SVC										
ROUSE LAND SERVICES LLC										
SOUTHESTERN GRINDING										
SWEEPING CORP OF AMERICA										
THURLOW TREE NURSERY										
TRACTOR SUPPLY CO										
TREES UNLIMITED										
TRU GREEN CHEM LAWN										
WASTE MGMT OF AL-EAST										

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES — 39 VENDORS INVITED

CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT — 2 BIDS RECEIVED

ITEM 6: CIRCUIT 23
ITEM 7: CIRCUIT 31
ITEM 8: CIRCUIT 33
ITEM 9: CIRCUIT 41
ITEM 10: CIRCUIT 42

	ITEM 6		ITEM 7		ITEM 8		ITEM 9		ITEM 10	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE										
A+ LANDSCAPING & IRRIGATION										
AAA GENERAL CONTRACTORS INC										
ALABAMA POWER CO	**$ 37,703.60**	**13 weeks**	**$ 59,692.60**	**21 weeks**	**$ 30,888.00**	**10.5 weeks**	**$ 42,099.20**	**14 weeks**	**$ 84,579.44**	**28.75 weeks**
ASPLUNDH TREE EXPERT	$ 52,209.74	6 weeks	$ 81,586.40	6 weeks	$ 39,639.60	4 weeks	$ 45,505.82	5 weeks	$ 76,318.03	7 weeks
BLOOMING COLORS										
BODINE'S LANDSCAPE										
BURFORD'S TREE INC										
D & J ENTERPRISES										
EARTH-WISE INC										
ENVIROGRIND LLC										
ENVIRONMENTAL PARTNERS INC										
EVER GREEN OUTDOOR SVCS INC										
FLORA TERRA LLC										
FOUR SEASONS LANDSCAPE										
GENESIS LANDSCAPING										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
HUDMON CONSTRUCTION										
INFINITY GROUP LLC, THE										
JERDAN SERVICES INC										
LIPSCOMB, CLANTON										
LOWERY'S LANDSCAPING										
MANTEK										
MARTIN'S GREEN THUMB										
NATURCHEM										
OPERATIONS MGMT INTL INC										
PARKER GRASSING INC										
PIEDMONT FERTILIZER CO										
PRO LAWNS INC										
REED TREE CUTTING & LAWN SVC										
ROUSE LAND SERVICES LLC										
SOUTHESTERN GRINDING										
SWEEPING CORP OF AMERICA										
THURLOW TREE NURSERY										
TRACTOR SUPPLY CO										
TREES UNLIMITED										
TRU GREEN CHEM LAWN										
WASTE MGMT OF AL-EAST										

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES										39 VENDORS INVITED
CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT										2 BIDS RECEIVED
	ITEM 11: CIRCUIT 43			ITEM 14: CIRCUIT 53						
	ITEM 12: CIRCUIT 51			ITEM 15: CIRCUIT 61						
	ITEM 13: CIRCUIT 52									
	ITEM 11		ITEM 12		ITEM 13		ITEM 14		ITEM 15	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE										
A+ LANDSCAPING & IRRIGATION										
AAA GENERAL CONTRACTORS INC										
ALABAMA POWER CO	**$ 17,953.65**	**5.75 weeks**	**$ 46,754.40**	**16 weeks**	**$ 41,382.00**	**14 weeks**	**$ 31,779.00**	**10.5 weeks**	**$ 52,286.52**	**18.5 weeks**
ASPLUNDH TREE EXPERT	$ 21,482.77	2 weeks	$ 44,274.19	4 weeks	$ 46,139.25	4 weeks	$ 23,627.20	3 weeks	$ 62,698.72	6 weeks
BLOOMING COLORS										
BODINE'S LANDSCAPE										
BURFORD'S TREE INC										
D & J ENTERPRISES										
EARTH-WISE INC										
ENVIROGRIND LLC										
ENVIRONMENTAL PARTNERS INC										
EVER GREEN OUTDOOR SVCS INC										
FLORA TERRA LLC										
FOUR SEASONS LANDSCAPE										
GENESIS LANDSCAPING										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
HUDMON CONSTRUCTION										
INFINITY GROUP LLC, THE										
JERDAN SERVICES INC										
LIPSCOMB, CLANTON										
LOWERY'S LANDSCAPING										
MANTEK										
MARTIN'S GREEN THUMB										
NATURCHEM										
OPERATIONS MGMT INTL INC										
PARKER GRASSING INC										
PIEDMONT FERTILIZER CO										
PRO LAWNS INC										
REED TREE CUTTING & LAWN SVC										
ROUSE LAND SERVICES LLC										
SOUTHESTERN GRINDING										
SWEEPING CORP OF AMERICA										
THURLOW TREE NURSERY										
TRACTOR SUPPLY CO										
TREES UNLIMITED										
TRU GREEN CHEM LAWN										
WASTE MGMT OF AL-EAST										

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES — 39 VENDORS INVITED

CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT — 2 BIDS RECEIVED

ITEM 16: CIRCUIT 62
ITEM 17: CIRCUIT 71
ITEM 18: CIRCUIT 72
ITEM 19: CIRCUIT 81
ITEM 20: CIRCUIT 82

	ITEM 16		ITEM 17		ITEM 18		ITEM 19		ITEM 20	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE										
A+ LANDSCAPING & IRRIGATION										
AAA GENERAL CONTRACTORS INC										
ALABAMA POWER CO	**$ 54,445.60**	**18 weeks**	**$ 10,887.80**	**3.5 weeks**	**$ 32,965.63**	**11.5 weeks**	**$ 64,087.10**	**23.75 weeks**	**$ 26,301.88**	**8.5 weeks**
ASPLUNDH TREE EXPERT	$ 60,150.55	6 weeks	$ 14,357.04	2 weeks	$ 31,668.57	4 weeks	$103,145.41	8 weeks	$ 36,879.65	4 weeks
BLOOMING COLORS										
BODINE'S LANDSCAPE										
BURFORD'S TREE INC										
D & J ENTERPRISES										
EARTH-WISE INC										
ENVIROGRIND LLC										
ENVIRONMENTAL PARTNERS INC										
EVER GREEN OUTDOOR SVCS INC										
FLORA TERRA LLC										
FOUR SEASONS LANDSCAPE										
GENESIS LANDSCAPING										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
HUDMON CONSTRUCTION										
INFINITY GROUP LLC, THE										
JERDAN SERVICES INC										
LIPSCOMB, CLANTON										
LOWERY'S LANDSCAPING										
MANTEK										
MARTIN'S GREEN THUMB										
NATURCHEM										
OPERATIONS MGMT INTL INC										
PARKER GRASSING INC										
PIEDMONT FERTILIZER CO										
PRO LAWNS INC										
REED TREE CUTTING & LAWN SVC										
ROUSE LAND SERVICES LLC										
SOUTHESTERN GRINDING										
SWEEPING CORP OF AMERICA										
THURLOW TREE NURSERY										
TRACTOR SUPPLY CO										
TREES UNLIMITED										
TRU GREEN CHEM LAWN										
WASTE MGMT OF AL-EAST										

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES

CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT

39 VENDORS INVITED

2 BIDS RECEIVED

ITEM 21: CIRCUIT 83
ITEM 22: CIRCUIT 91
ITEM 23: CIRCUIT 92
ITEM 24: CIRCUIT 93
ITEM 25: BRUSH TREATMENT SPRAY

	ITEM 21		ITEM 22		ITEM 23		ITEM 24		ITEM 25	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE/HR	PRODUCT
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE										
A+ LANDSCAPING & IRRIGATION										
AAA GENERAL CONTRACTORS INC										
ALABAMA POWER CO	**$ 74,560.20**	**26.5 weeks**	**$ 7,404.10**	**2 weeks**	**$ 59,394.06**	**18.5 weeks**	**$ 62,243.61**	**22 weeks**	**$ 45.41**	**Garion/Path**
ASPLUNDH TREE EXPERT	$ 93,982.35	7 weeks	$ 10,689.33	2 weeks	$ 77,295.60	7 weeks	$ 62,004.21	6 weeks	$ 135.00	Acc/PL/CC
BLOOMING COLORS										
BODINE'S LANDSCAPE										
BURFORD'S TREE INC										
D & J ENTERPRISES										
EARTH-WISE INC										
ENVIROGRIND LLC										
ENVIRONMENTAL PARTNERS INC										
EVER GREEN OUTDOOR SVCS INC										
FLORA TERRA LLC										
FOUR SEASONS LANDSCAPE										
GENESIS LANDSCAPING										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
HUDMON CONSTRUCTION										
INFINITY GROUP LLC, THE										
JERDAN SERVICES INC										
LIPSCOMB, CLANTON										
LOWERY'S LANDSCAPING										
MANTEK										
MARTIN'S GREEN THUMB										
NATURCHEM										
OPERATIONS MGMT INTL INC										
PARKER GRASSING INC										
PIEDMONT FERTILIZER CO										
PRO LAWNS INC										
REED TREE CUTTING & LAWN SVC										
ROUSE LAND SERVICES LLC										
SOUTHESTERN GRINDING										
SWEEPING CORP OF AMERICA										
THURLOW TREE NURSERY										
TRACTOR SUPPLY CO										
TREES UNLIMITED										
TRU GREEN CHEM LAWN										
WASTE MGMT OF AL-EAST										

BID# 19035 DATE: 9/23/19 DEPT: POWER SERVICES									39 VENDORS INVITED
CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT									2 BIDS RECEIVED
	ITEM 26: REMOVAL OF TREE 12.6"-18.5" IN DIAMETER				ITEM 30: REMOVAL OF TREE 36.6"+ IN DIAMETER				
	ITEM 27: REMOVAL OF TREE 18.6"-24.5" IN DIAMETER				ITEM 31: PROVIDE HRLY LABOR & EQUIPMENT RATES FOR ADDITIONAL WORK & STORM WORK				
	ITEM 28: REMOVAL OF TREE 24.6"-30.5" IN DIAMETER				ITEM 32: HRLY RATE FOR HEAVY DUTY MULCHER				
	ITEM 29: REMOVAL OF TREE 30.6"-36.5" IN DIAMETER				ITEM 33: HRLY RATE FOR LIGHT DUTY MULCHER				
VENDOR	ITEM 26 PRICE	ITEM 27 PRICE	ITEM 28 PRICE	ITEM 29 PRICE	ITEM 30 PRICE	ITEM 31 PRICE/HR	ITEM 32 PRICE/HR	ITEM 33 PRICE/HR	
A & O TREE SERVICE									
A CUT ABOVE LANDSCAPE									
A+ LANDSCAPING & IRRIGATION									
AAA GENERAL CONTRACTORS INC									
ALABAMA POWER CO	**$ 250.00**	**$ 550.00**	**$ 1,200.00**	**$ 1,800.00**	**$ 2,400.00**	**SEE ATTACH**	**$ 439.00**	**$ 49.78**	
ASPLUNDH TREE EXPERT	$ 350.00	$ 510.00	$ 1,250.00	$ 1,995.00	$ 2,800.00	SEE ATTACH	$ 128.98	$ 97.50	
BLOOMING COLORS									
BODINE'S LANDSCAPE									
BURFORD'S TREE INC									
D & J ENTERPRISES									
EARTH-WISE INC									
ENVIROGRIND LLC									
ENVIRONMENTAL PARTNERS INC									
EVER GREEN OUTDOOR SVCS INC									
FLORA TERRA LLC									
FOUR SEASONS LANDSCAPE									
GENESIS LANDSCAPING									
GOLDENVIRONMENTS LAND MGMT									
HALL'S TREE SERVICE LLC									
HUDMON CONSTRUCTION									
INFINITY GROUP LLC, THE									
JERDAN SERVICES INC									
LIPSCOMB, CLANTON									
LOWERY'S LANDSCAPING									
MANTEK									
MARTIN'S GREEN THUMB									
NATURCHEM									
OPERATIONS MGMT INTL INC									
PARKER GRASSING INC									
PIEDMONT FERTILIZER CO									
PRO LAWNS INC									
REED TREE CUTTING & LAWN SVC									
ROUSE LAND SERVICES LLC									
SOUTHESTERN GRINDING									
SWEEPING CORP OF AMERICA									
THURLOW TREE NURSERY									
TRACTOR SUPPLY CO									
TREES UNLIMITED									
TRU GREEN CHEM LAWN									
WASTE MGMT OF AL-EAST									

ITEM 31 **PROVIDE HOURLY LABOR AND EQUIPMENT RATES FOR ADDITIONAL WORK AND STORM WORK**

Labor	**Hourly Rate Straight Time**	**Hourly Rate Overtime**
General Foreman	$47.78	$71.66
Foreperson	$45.41	$68.11
Trimmer / Operator	$32.48	$48.71
Groundman	$28.54	$42.81
Climbers	$40.69	$61.03

Equipment	**Hourly Rate**
60' flatbed bucket truck with winch	$25.72
2wd 70' bucket truck	$25.96
4x4 60/70 bucket truck with winch	$32.52
Chipper truck	$14.43
Disc chipper	$7.72
Whole Tree Chipper	$28.88
Chainsaw	$1.13
Wheeled side trimmer	$70.68
4x4 tractor w/ brown tree cutter	$28.01
Skid steer 110hp with mulching head or grapple	$49.78
4x4 pickup with winch	$14.45
Tandem Trailer	$5.09
Tandem Loader Truck	$68.05
Per diem per day per employee / meals and hotels	$118.80
Garlon 4 per 2 1/2 Gallons	$115.00

Tequila Smith, Director of Energy Services
Alabama Power Company

ASPLUNDH

ASPLUNDH TREE EXPERT, LLC
2011 HWY 87, ALABASTER, AL 35007
TELEPHONE: 205-685-4000 * FAX: 205-664-2165

(Item 31) **HOURLY LABOR & EQUIPMENT RATES**
ADDITIONAL WORK

LABOR:

	Straight Time	Over Time
Supervision	$40.10	$60.15
Foreperson	$37.92	$56.88
Trimmer	$31.56	$47.34
Groundperson	$27.70	$41.55

LABOR RATES INCLUDE ALL OVERHEADS AND ADDERS.
There will be a 3% increase in labor and equipment in 2021 and 2022.

EQUIPMENT:

Aerial Trim Lift 55' – 65'	$19.60
Aerial Trim Lift 55' – 65' 4WD	$26.07
Aerial Trim Lift 70'	$26.93
Split Dump – Manual Truck	$11.01
Crew Truck	$13.07
Disc Chipper	$ 6.36
Loader Truck	$50.77
Support Truck (1 ton – 2 ton)	$14.96
Wheeled Jarraff	$61.38
4X4 Tractor	$27.12
Mulcher 161-240 HP	$97.50
Mulcher Greater than 240 HP	$128.98
Land Clearing and Grinding Machine (includes operator and Support truck)	$409.00

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 284-19

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3735

Residential Building Demolitions - INSP

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for Residential Building Demolitions located at 3307 Arnold Ave. and 207 Avenue A for the Inspection Department; and

WHEREAS, AAA General Contractors, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to AAA General Contractors, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to AAA General Contractors, Inc. in the amount of $24,900.00.

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

Council Meeting: 10/1/19

FACT SHEET

SUBJECT: Sealed Bid #19039 – We are asking the Council to approve a contract for Residential Building Demolitions located at 3307 Arnold Ave. and 207 Avenue A

FACTS:

- Bid opening date – 9/23/19
- User department(s) – Inspection Department
- The bid was mailed to 13 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to AAA General Contractors, Inc. on their low bid meeting specifications in the amount of $24,900.00.**

BID# 19039 DATE: 9/23/19 DEPT: INSPECTIONS			13 VENDORS INVITED	
DESCRIPTION: RESIDENTIAL BUILDING DEMOLITIONS			2 BIDS RECEIVED	
	LOC 1: 3307 ARNOLD AVE			
	LOC 2: 207 AVE A			
VENDOR NAME	LOC 1	LOC 2	TOTAL	
AAA GENERAL CONTRACTORS INC	**$ 6,000.00**	**$ 18,900.00**	**$ 24,900.00**	
BEEHIVE CONSTRUCTION LLC				
COMPLETE DEMOLITION SVCS				
D & J ENTERPRISES				
DONALD H ALLEN DEVELOPMENT INC				
H & S WELDING & CONSTRUCTION CO				
HOLLAND COMMERCIAL INC				
HUDMON CONSTRUCTION CO INC	$ 8,800.00	$ 26,300.00	$ 35,100.00	
JLD ENTERPRISES LLC				
PRESTON CONSTRUCTION				
ROLAND CONSTRUCTION LLC				
STONE & COLE ENTERPRISES INC				
W J CASH CONSTRUCTION CO INC				

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 285-19

Meeting: 10/01/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3745

Society Hill Road/Gateway Drive Roundabout Conversion - ENG

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for Society Hill Road/Gateway Drive Roundabout Conversion for the Engineering Department; and

WHEREAS, D & J Enterprises, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funding for the project will come from Unassigned Funds;

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

1. That the contract be awarded to D & J Enterprises, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to D & J Enterprises, Inc. in the amount of $645,870.00.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid – Bid #19037 – We are asking the Council to approve a contract for the Society Hill Road/Gateway Drive Roundabout Conversion

FACTS:

- Bid opening date – 9/24/19
- User Department – Engineering
- The bid was mailed to 18 vendors
- 5 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to D & J Enterprises, Inc. on their low bid meeting specifications in the amount of $645,870.00.**

BID# 19037 DATE: 9/24/19 DEPT: ENGINEERING				18 VENDORS INVITED
DESCRIPTION: SOCIETY HILL ROAD/GATEWAY DRIVE ROUNDABOUT CONVERSION				5 BIDS RECEIVED
VENDOR	TOTAL	TERMS	DISCOUNT	
AAA GENERAL CONTRACTORS INC				
ALEXANDER CONTRACTING CO INC	$ 981,878.11			
BAKER GRADING PAVING & SEAL COATING				
CB&A CONSTRUCTION LLC	$ 978,292.05			
CHRIS CLARK GRADING & PAVING				
D & J ENTERPRISES	**$ 645,870.00**			
D'BABS CONSTRUCTION INC				
DONALD H ALLEN DEVELOPMENT INC				
EAST AL PAVING CO INC				
GARY INGRAM GRADING & PAVING				
HANNERS, SCOTT				
JBAR CONSTRUCTION				
JLD ENTERPRISES LLC				
PFM INC				
ROBINSON PAVING CO	$ 683,974.80			
SOUTHERN CONTRACTORS LLC				
W S NEWELL & SONS INC				
WARR GRADING				
Piedmont Paving, Inc.	$ 851,978.87			

RESOLUTION NO. 286-19

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
-----------------------	-------------------	------------
Joey Motley	City Administrator	520.26

) 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 REF

NAME Joey Motley

DEPARTMENT Department Administration 1000

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.0
MON												0.0
TUE												0.0
WED 9/11/19	Opelika, AL-Greensboro, NC					260.13						260.1
THU												0.0
FRI 9/13/19	Greensboro, NC-Opelika, AL					260.13						260.1
SAT												0.0
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	520.26	0.00	0.00	0.00	0.00	0.00	520.2

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME: 3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS:

NATURE OR PURPOSE OF TRAVEL: Retrofit Mobile Bus

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☑ MAIL: TO

Employee Joey Motley

Department Administratin

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/11-9/13	Grensboro, NC and return	520.26
	897 miles @ $ .58	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agree To P.O.	
	Exts Verified DS	
	Footing Verified	
	Inv. Price Bid Price	
	Ok To Pay	
	A/C # Verified	

RESOLUTION NO. 287-19

Designate City Personal Property as Surplus & Authorize Disposal

RESOLUTION NO. ________

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	Cisco Wireless Controller	87003006
2.	1	Ea.	Cisco Wireless Controller	87002925
3.	1	Ea.	IBM Server	87002684
4.	1	Ea.	IBM BS3200 Storage	87002685
5.	3	Ea.	Netgear Switch	N/A
6.	5	Ea.	Cisco Switch	N/A
7.	1	Ea.	Dell R210 Server	N/A
8.	6	Ea.	Desks	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. 288-19

Purchase - X-Ray Baggage Scanner - NCPA Contract - PD

RESOLUTION NO. ____________

WHEREAS, Opelika Police Department desires to purchase an X-Ray Baggage Scanner for the new police department building utilizing the National Cooperative Purchasing Alliance (NCPA) Contract #12-07; and

WHEREAS, Adani Systems, Inc. is the Contract Vendor for the X-Ray Baggage Scanner; and

WHEREAS, funds will come from the Capital Outlay Equipment account;

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

1. That the purchase be awarded to Adani Systems, Inc. utilizing the NCPA Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Adani Systems, Inc. in the amount of $19,500.00.

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

ADANI
from ideas to solutions

Quote

QT CITYofOPELIKA BV6045 08/23/2019

13631 Poplar Circle, Conroe, TX 77304
(936)588.2063 Office / (281)281.250.3102 Mobile

Company:	City of Opelika	Quote #	QT CITYofOPELIKA BV6045 08/23/2019
POC/Phone:	**Lillie Finley**	Date:	08/23/2019
Address:	204 S 7th Street	RE:	**BV6045** NCPA -#1207
City, State, Zip:	Opelika, AL 36803	Email:	LFinley@opelika-al.gov

Part No.	Description	Qty	Sale Price	Amount
BV6045	**BV6045 X-ray Inspection System**	1	$19,500.00	$19,500.00
	(1) 160kV X-ray Generator w/ X-ray shielding Case			
	(1) Image Detectors w/Filtration Systems			
	Operators Workstation			
	(1) 22" Touchscreen HD Color Monitor			
	Full Software Suite including			
	Organic / Inorganic display			
	Black & White			
	Pseudo Color			
	96x digital zoom			
	Tunnel Size - 24"x 17.7"			
Entry/Exit Roller	0.5 Meter Entry/Exit Roller	2	$500.00	Optional
Install	Installation, Calibration, Operator Orientation	1		Included
Training	Training: 3-4 Hr. Opperator Orientaion Training	1		Included
Warranty	12-Month Warranty	1		Included
Add'l Warranty	Add'l Year Warranty = $1,575.00	1		Optional
Shipping	Shipping (Opelika,AL)	1		Included
	Quote Total			**$19,500.00**

1. *City of Opelika must supply a dedicated 110VAC / 20AMP circuit at the installation locations.*
2. ***These prices do not include sales tax if applicable.***
3. *Purchase Orders to be written to: ADANI Systems, Inc., 13614 Poplar Circle, Unit 203, Conroe, TX 77304*
4. *Late fees may be applied to past due invoices.*

*** This quotation supercedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated. ***

Payment Terms Net 30 Days

NCPA (/)

ADANI

http://www.adanisystems.com (http://www.adanisystems.com)

ADANI
from ideas to solutions

OVERVIEW

Overview

Adani Systems, Inc. is a world leader in the design and manufacture of X-Ray Security Screening Systems to prevent the introduction of weapons, drugs, and other threat items in to your facilities.Combining innovative threat detection technologies with intelligent and flexible system designs,ADANI's screening and inspection systems provide exceptional automated processing, threatrecognition and throughput rates. ADANI's technologies safeguard people, airports and aircraft, shipsand the flow of goods, state boundaries, critical infrastructure and public events all over the worldagainst current and emerging threats such as terrorism and illegal trafficking.

Adani Systems are in use protecting Schools, Courthouses, Jails, Prisons, and other facilities around the globe. Many incorporate automatic detection of drugs, firearms, metal and ceramic weapons, another threats.
We look forward to helping you protect these vital facilities in your jurisdiction. Please call with any questions..

CONTRACT INFO

Awarded Vendor:
Adani

Contract Awarded:
Security Solutions Products and Services

Contract Number:
12-07

Lead Agency:
Region 14 ESC

Contract Term:
4 year term, November 14, 2016 to November 30, 2020
*Option to renew for one (1) additional one (1) year periods.

RESOLUTION NO. 289-19

Purchase - Two-Way Radios - State Contract - PD

RESOLUTION NO. ____________

WHEREAS, the Police Department desires to purchase Two-Way Radios utilizing the State of Alabama Contract #T300; and

WHEREAS, Motorola Solutions is the State Contract Vendor for the Two-Way Radios; 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 Motorola Solutions utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Motorola Solutions in the total amount of $35,398.06.

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

MOTOROLA *SOLUTIONS*

QUOTE-69380(
7-APX6500 AND 3 VEHI(
ADAPTERS

Billing Address:
OPELIKA POLICE DEPT, CITY OF
P O BOX 390
OPELIKA, AL 36803
US

Shipping Address:
OPELIKA POLICE DEPT, CITY OF
501 S 10TH ST
OPELIKA 36801 0001
OPELIKA, AL 36801
US

Quote Date:09/12/2019
Expiration Date:12/11/2019
Quote Created By:
Jeremy Bailey
MR
jeremybailey@callmc.com
706-681-6003

Customer:
OPELIKA POLICE DEPT, CITY OF
Captain Ed Clark
EClark@opelika-al.gov
(334) 705-5215

Contract: 16932 - ALABAMA STATE CONTRACT
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 Series	APX6500				
1	M25URS9PW1AN	APX6500 7/800 MHZ	7	$6,254.00	$4,123.90	$28,867.30
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	7			
1b	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	7			
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	7			
1d	GA00580AA	ADD: TDMA OPERATION	7			
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	7			
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	7			
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	7			
1h	GA00804AA	ADD: APX O2 CH (GREY)	7			
1i	G444AE	ADD: APX CONTROL HEAD SOFTWARE	7			

MOTOROLA *SOLUTIONS*

QUOTE-69380(
7-APX6500 AND 3 VEHI(
ADAPTER(

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	7			
1k	W969BG	ADD: MULTIKEY OPERATION	7			
1l	W688AR	ADD: EXT EMERG PUSHBUTTON APX	7			
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	7			
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	7			
1o	G66AU	ADD: DASH MOUNT	7			
2	LSV00Q00203A	DEVICE INSTALLATION	7	$300.00	$300.00	$2,100.00
3	HMN1090D	ACCESSORY KIT,MODIFIED STANDARD MOBILE MIC,GREY	3	$75.00	$54.00	$162.00
4	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	3	$43.00	$30.96	$92.88
5	HSN4038A	SPEAKER,SPKR. 7.5 W REMOTE	3	$60.50	$43.56	$130.68
6	NNTN8527A	CHR IMPR VEH ADAPT INT	3	$1,540.00	$1,108.80	$3,326.40
7	NTN8940B	TRUNION KIT	3	$55.00	$39.60	$118.80
8	LSV00Q00203A	DEVICE INSTALLATION	3	$200.00	$200.00	$600.00

Grand Total $35,398.06(USD)

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 T3004020001** **NOT TO EXCEED AMOUNT:**

Begin Date:	10/01/2018	Procurement Folder:	699038
Expiration Date:	09/30/2020	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	07/11/19	Version Number:	3

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Brittany Peterson	Brittany Peterson	Brittany Peterson
334-242-4667	334-242-4667	334-242-4667
Brittany.Peterson@purchasing.alabama.gov	Brittany.Peterson@purchasing.alabama.gov	Brittany.Peterson@purchasing.alabama.gov

CONTRACT DESCRIPTION

TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300

Final

Ship To: **Bill To:**

REASON FOR MODIFICATION

Extend for 2nd year

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

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 Syste
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 Syste
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-WY, MOTOROLA, MOBILE, APX 1500, APX 4500
RADIO,, TWO-WY, 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 Syste
RADIO, TRO-WAY, MOTOROLA, MOTOTRBO, PORTABLE

COMMODITY / SERVICE INFORMATION

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 TH 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 TH 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 TH 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 TH 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 TH 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

COMMODITY / SERVICE INFORMATION

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 .

Final

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 290-19

Purchase - In-Car Video Recording Systems - Sole Source - PD

RESOLUTION NO. ____________

WHEREAS, the Police Department desires to purchase In-Car Video Recording Systems, their related equipment, and warranty; and

WHEREAS, this is a sole source purchase; and

WHEREAS, WatchGuard Video is the sole vendor; and

WHEREAS, this purchase is budgeted;

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

1. That the purchase be awarded to WatchGuard Video.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to WatchGuard Video as a sole source purchase not to exceed $39, 690.00

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

WATCH GUARD

4RE/VISTA Price Quote

CUSTOMER: Opelika Police Department

Attn: Accounts Payable,
PO Box 390,,
Opelika,AL,United States,
36801-0390

ATTENTION: Capt. Shane Healey

PHONE: 334-705-5200

E-MAIL: shealey@opelika-al.gov

ISSUED: 5/17/2019 2:37 PM

EXPIRATION: 10/31/2019 5:00 AM

TOTAL PROJECT ESTIMATED AT: $39,690.00

SALES CONTACT: DeDe Summerville

DIRECT: (469) 342-8917

E-MAIL: DSummerville@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	7.00	$250.00	$0.00	$1,750.00
VIS-CHG-WIF-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	7.00	$250.00	$0.00	$1,750.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	7.00	$150.00	$0.00	$1,050.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	7.00	$4,795.00	$0.00	$33,565.00
CAM-4RE-ZSL-UWD	Front Camera, 4RE, HD Zero Sightline (ZSL)	7.00	$0.00	$0.00	$0.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	7.00	$200.00	$0.00	$1,400.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	7.00	$0.00	$0.00	$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$175.00	$0.00	$175.00

WATCH GUARD

4RE/VISTA Price Quote

$39,690.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	$0.00
Additional Quote Discount	$0.00
Total Amount	$39,690.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: ______________________ DATE: __________

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER ____________________

NAME OF REQUESTING EMPLOYEE Sgt. Craig Vickers

VENDOR Watchguard Video

PRODUCT/SERVICE In-Car camera system

Estimated annual expenditure for the commodity or service $ 39,690.00

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 Police Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) __________

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

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

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

DEPARTMENT HEAD SIGNATURE John H. McEachern III

DEPARTMENT/DIVISION/DATE Police Department/Patrol Division 9/23/2019

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) Lillie Fong 9-25-19

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE

WATCH GUARD
DIGITAL IN-CAR VIDEO

19th of August, 2016

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, the VISTA wearable camera system, and the Evidence Library and Evidence Library Express evidence management software applications. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Louisiana and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

WATCH GUARD
DIGITAL IN-CAR VIDEO

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
  - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
  - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
- VISTA WiFi includes WatchGuard Video's Distributed Multi-Peer Recording technology which allows for integration with the 4RE in-car video system.
  - VISTA WiFi is the only wearable camera that can integrate with the 4RE in-car video system. It also integrates with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.

Respectfully submitted,

Jason Stuczynski
Vice President of Sales

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

RESOLUTION NO. 291-19

Purchase - (20) Vests - State Contract - PD

RESOLUTION NO. _______________

WHEREAS, the Police Department desires to purchase twenty (20) Vests utilizing the State of Alabama Contract #MA999 16000000096; and

WHEREAS, Galls is the State Contract Vendor for the Vests; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Galls utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Galls in the total amount of $49,808.20.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

GALLS®
The Authority in Public Safety Equipment and Apparel

Customer:	OPELIKA POLICE	Date:	9/25/2019
Attn:	MARTY PAULSON	Quote Number:	
Rep Name:	JENNIFER GIVENS		
Acct #:	1001621847		
Qty of Orders:			
Shipping Charge:	$ -		

GQ Item#	Mft Model #	Description	QTY	Galls Retail	Your Price	Ext. Subtotal
TE924	5 POUCH SET	POINT BLANK 5 POUCH SET	20	$ 175.99	$ 99.00	$ 1,980.00
BP2673 RGRN CSTM	SRVZE2BVOJ RGRN (	SRV BASE VEST W/ AXII BALLISTICS	20	$ 1,812.88	$ 1,105.41	$ 22,108.20
BP2674 RGRN CSTM	SHXAXDBS0H RGRN	SRV AXII BALLISTIC TRAP PIECES	20	$ 227.90	$ 139.00	$ 2,780.00
BP2675 RGRN	2XT000RH0T RGRN	SRV QUICK RELEASE SYSTEM	20	$ 171.00	$ 105.00	$ 2,100.00
BP1442	PLT020ECSN	OMEGA 10X12 ICW SPECIAL THREAT PLATE	40	$ 836.78	$ 510.00	$ 20,400.00
BF105	ID PANELS	POINT BLANK SINGLE ID PANEL	40	$ 14.99	$ 11.00	$ 440.00
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
		STATE CONTRACT # MA999 16000000096		$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -

Attachment: 10-1-19 - TWENTY (20) VESTS - STATE CONTRACT MA999 16000000096 - CNCL PKT (291-19

				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -

Subtotal:	$	49,808.20
Shipping:	$	-
Est. Tax:		
Total:	$	49,808.20

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 16000000096**

NOT TO EXCEED AMOUNT:

Begin Date:	08/01/2016	Procurement Folder:	145514
Expiration Date:	03/15/2020	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	02/26/19	Version Number:	9

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Jennifer Loretz	Jennifer Loretz	Jennifer Loretz
334-242-7370	334-242-7370	334-242-7370
jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract Renewed

VENDOR INFORMATION

Name /Address:

VS000011602: Point Blank Enterprises, Inc.

2102 sw 2nd Street

Pompano Beach FL 33069

Contact:

Chris Brands
502-751-0778
cbrands@pbearmor.com

COMMODITY / SERVICE INFORMATION

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

68008 - Police Protection Equipment, Body Armor and Riot Shields and
BODY ARMOR
Point Blank Enterprises - Ballistic Concealable Vest: Protection Level IIA, II, IIIA, III and/or IV. Discount: 46%

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

6800815 - ARMOR, BODY, BALLISTIC; TO PROVIDE TYPE II BALLISTIC IMPACT
BODY ARMOR
Point Blank Enterprises - Ballistic Tactical Vest: Protection Level IIA, II, IIIA, III and/or IV. Discount: 44% - 46%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BODY ARMOR
Point Blank Enterprises - Stab Resistant Concealable Vest: Threat Level 1, 2 and 3. Discount: 46%

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

6800815 - ARMOR, BODY, BALLISTIC; TO PROVIDE TYPE II BALLISTIC IMPACT
BODY ARMOR
Point Blank Enterprises - Stab Resistant Tactical Vest: Threat Level 1, 2 and 3. Discount: 46%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BODY ARMOR
Point Blank Enterprises - Combination Concealable Vest: Ballistic and Spike and/or Edged Blade: Threat Level IIA, II, IIIA, III and/or IV AND 1, 2
3. Discount: 46%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BODY ARMOR
Point Blank Enterprises - Combination Tactical Vest: Ballistic and Spike and/or Edged Blade: Threat Level IIA, II, IIIA, III and/or IV AND 1, 2 and
Discount: 46%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BODY ARMOR, K-9
Point Blank Enterprises - K-9 Ballistic Vest: Level IIA, II, IIIA, 2 and/or 3. Discount: 44%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BODY ARMOR, K-9
Point Blank Enterprises - K-9 Combination Vest: Level IIA, II, IIIA, 2 and/or 3. Discount: 44%

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BALLISTIC HELMET
Point Blank Enterprises - Ballistic Helmet: Level IIA, II, and IIIA. Discount: 44%

COMMODITY / SERVICE INFORMATION

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

6800814 - ARMOR, BODY, INCLUDING PARTS AND ACCESSORIES
BALLISTIC SHIELD
Point Blank Enterprises - Ballistic Shied: Hard and Soft: Level I, IIA, II, IIIA, III and/or IV. Discount: 44%

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

6800857 - PROTECTION EQUIPMENT, POLICE
BODY ARMOR, ACCESSORIES
Point Blank Enterprises - Accessories: Ballistic: 1. Hard and Soft Trauma Plates; 2. Groin, yoke, bicep, collar and throat protectors; 3. Shield window. Non-Ballistic: 1. Carriers, concealable and tactical; 2. Pouches; 3. Replacement vest straps; 4. ID patches; 5. Carry bags: concealed and tactical vests, shields and helmets; 6. Helmet: face shield, equipment rails, pads, suspension; 7. Shield: LED lights, shoulder straps, logos, etc. Discount: 44% - 46%

VENDOR INFORMATION

Name /Address:

VC0001155538: Galls, Llc

5767 carmichael rd

montgomery AL 36117

Contact:

Mark Azar
334-244-1133
azar-mark@galls.com

RESOLUTION NO. 292-19

Purchase - Police Equipment for Police Package Automobiles - State Contract - PD

RESOLUTION NO. _______________

WHEREAS, the Police Department desires to purchase Police Equipment for Police Package Automobiles for the Police Department utilizing the State of Alabama Contract #MA999 180000000347; and

WHEREAS, Emergency Lighting by Haynes is the State Contract Vendor for the Police Equipment for Police Package Automobiles; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Emergency Lighting by Haynes utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Lighting by Haynes in the total amount of $110,057.00.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Quote

HAYNES Emergency Lighting

P O BOX 1515
WETUMPKA, AL 36092
(334) 241-5200
Robertsdale: (251) 225-4135

Order Number: 19-0798
Order Date: 9/10/2019

Salesperson: Scott Haynes
SCOTTIE@ELBHAYNES.COM
Customer Number: 01-0015000

Sold To:
CITY OF OPELIKA
P.O. BOX 390
ACCOUNTING DEPARTMENT
OPELIKA, AL 36803
Confirm To:

Ship To:
OPELIKA PD
CAPT. KILGORE 334-705-5231
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
ISFW45X	EACH	7.000	0.000	0.000	875.000	6,125.00
INNER EDGE FST WC 12-LT TAHOE			Whse: 001			
BLUE & WHITE						
/I	EACH	7.000	0.000	0.000	775.000	5,425.00
WHELEN RPWS45						
WECAN REAR PILLAR MOUNT OUTER EDGE BLUE						
IONBKT1	EACH	7.000	0.000	0.000	18.500	129.50
ION TAG BRACKET			Whse: 001			
TLI2EX	EACH	14.000	0.000	0.000	92.500	1,295.00
ION T-SERIES LINEAR DUO BW SMK			Whse: 001			
FRONT PUSH BUMPER						
I3JC	EACH	14.000	0.000	0.000	125.000	1,750.00
TRIO ION R/B W/ WHT OVERRIDE			Whse: 001			
TAG						
M4DWB	EACH	14.000	0.000	0.000	145.000	2,030.00
M4 DRIVING/WARNING LT BLUE			Whse: 001			
M4CT15B	EACH	7.000	0.000	0.000	40.000	280.00
M4 FOG LT MT 2015 TAHOE BLK-PA			Whse: 001			
SSFPOSI6	EACH	7.000	0.000	0.000	64.200	449.40
SOLID STATE HEADLIGHT FLASHER			Whse: 001			
TCRHD5	EACH	14.000	0.000	0.000	600.000	8,400.00
TRACER DUO 5-LAMP HOUSING			Whse: 001			
LINSV2B	EACH	14.000	0.000	0.000	140.000	1,960.00
LINSV SERIES UNDER MIRROR LED			Whse: 001			
LSVBKT45	EACH	7.000	0.000	0.000	15.000	105.00
LINSV MIRROR MT KIT TAHOE			Whse: 001			
CCSRN5	EACH	7.000	0.000	0.000	850.000	5,950.00
CARBIDE SIREN SYS W/ CANPORT			Whse: 001			
CC5K2 CANPORT CABLE AND CANCTL6 CONTROL HEAD						

Continued

Quote

HAYNES Emergency Lighting

P O BOX 1515
WETUMPKA, AL 36092
(334) 241-5200
Robertsdale: (251) 225-4135

Order Number: 19-0798
Order Date: 9/10/2019

Salesperson: Scott Haynes
SCOTTIE@ELBHAYNES.COM
Customer Number: 01-0015000

Sold To:
CITY OF OPELIKA
P.O. BOX 390
ACCOUNTING DEPARTMENT
OPELIKA, AL 36803
Confirm To:

Ship To:
OPELIKA PD
CAPT. KILGORE 334-705-5231
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
SA315P	EACH	7.000	0.000	0.000	155.800	1,090.60
SA315P SPEAKER, BLACK PLASTIC			Whse: 001			
SAK63P	EACH	7.000	0.000	0.000	19.410	135.87
SA-315 MT KIT 2017 TAHOE PASS			Whse: 001			
/I	EACH	7.000	0.000	0.000	595.000	4,165.00
RANCHHAND LEGEND GRILLE GUARD						
C-VS-1300-TAH-2	EACH	7.000	0.000	0.000	400.000	2,800.00
C-VS-1300-TAH-2-PM 2015-2018			Whse: 001			
C-ARM-102	EACH	14.000	0.000	0.000	55.000	770.00
Console, Side mount Arm rest,			Whse: 001			
C-CUP2-I	EACH	7.000	0.000	0.000	30.000	210.00
4"" PLATE W/TWO CUP HOLDER			Whse: 001			
C-HDM-204	EACH	7.000	0.000	0.000	140.000	980.00
8.5" Heavy Duty Telescoping Po			Whse: 001			
C-MD-112	EACH	7.000	0.000	0.000	240.000	1,680.00
11" HAVIS SLIDE OUT LOCKING SW			Whse: 001			
/I	EACH	7.000	0.000	0.000	605.000	4,235.00
PRO-GARD PRPSP5702T15A						
S5705T15OSB	EACH	7.000	0.000	0.000	1,185.000	8,295.00
PRO-GARD STD TRAN SEAT W/7G ST			Whse: 001			
GVPM5715D-H	EACH	7.000	0.000	0.000	395.000	2,765.00
PRO-GARD TRI LOCK GUN RACK			Whse: 001			
/I	EACH	7.000	0.000	0.000	1,250.000	8,750.00
PRO-GARD ASBD5715T15						
STORAGE BOX						
/GRAPHICS						6,125.00
GRAPHICS PACKAGE						
OPELIKA PD GRAPHICS						

Continued

Quote

HAYNES Emergency Lighting

P O BOX 1515
WETUMPKA, AL 36092
(334) 241-5200
Robertsdale: (251) 225-4135

Order Number: 19-0798
Order Date: 9/10/2019

Salesperson: Scott Haynes
SCOTTIE@ELBHAYNES.COM
Customer Number: 01-0015000

Sold To:
CITY OF OPELIKA
P.O. BOX 390
ACCOUNTING DEPARTMENT
OPELIKA, AL 36803
Confirm To:

Ship To:
OPELIKA PD
CAPT. KILGORE 334-705-5231
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/INSTALL KIT	EACH	7.000	0.000	0.000	85.000	595.00
WIRE, TERMINAL & SUPPLIES						
PDP-13	EACH	7.000	0.000	0.000	135.000	945.00
FUSE BLOCK/13 CIRCUIT POWER DI			**Whse:** 001			
WITH (3) 30 AMP TIMED CIRCUITS						
/LABOR	EACH	217.000	0.000	0.000	65.000	14,105.00
LABOR						
P46FLC	EACH	7.000	0.000	0.000	120.000	840.00
PAR 46 REPLACEMENT			**Whse:** 001			
C-MCB	EACH	14.000	0.000	0.000	125.500	1,757.00
M.C. BRACKET			**Whse:** 001			
MMSU-1	EACH	14.000	0.000	0.000	31.000	434.00
MAGNETIC MIC SINGLE UNIT			**Whse:** 001			
/I	EACH	7.000	0.000	0.000	130.000	910.00
WHELEN CANEM16						
CANPORT EXPANSION M ODULE						
C-EB25-MXP-1P	EACH	7.000	0.000	0.000	0.000	0.00
1-p Equ Mounting Bk, 2.5"" mou			**Whse:** 001			
C-EB25-MMT-1P	EACH	7.000	0.000	0.000	0.000	0.00
1-p Equ Mounting Bk, 2.5"" mou			**Whse:** 001			
/I	EACH	7.000	0.000	0.000	575.000	4,025.00
WHELEN OEWS45						
SOLO WECAN OUTER EDGE ALL BLUE						
ADMIN TAHOES						
IX45UFZ	EACH	3.000	0.000	0.000	565.000	1,695.00
INNER EDGE XLP 10-LT TAHOE W/T			**Whse:** 001			
D8	EACH	3.000	0.000	0.000	375.000	1,125.00
8-LIGHT DOMINATOR TIR3 SERIES			**Whse:** 001			
BLUE						

Continued

Quote

HAYNES Emergency Lighting

P O BOX 1515
WETUMPKA, AL 36092
(334) 241-5200
Robertsdale: (251) 225-4135

Order Number: 19-0798
Order Date: 9/10/2019

Salesperson: Scott Haynes
SCOTTIE@ELBHAYNES.COM
Customer Number: 01-0015000

Sold To:
CITY OF OPELIKA
P.O. BOX 390
ACCOUNTING DEPARTMENT
OPELIKA, AL 36803
Confirm To:

Ship To:
OPELIKA PD
CAPT. KILGORE 334-705-5231
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
THBKT	EACH	3.000	0.000	0.000	25.000	75.00
TAHOE REAR WINDOW BKT			Whse: 001			
WIONB	EACH	12.000	0.000	0.000	95.000	1,140.00
WIDE ANGLE ION LIGHT BLUE			Whse: 001			
PSE02FCR	EACH	6.000	0.000	0.000	105.000	630.00
STRIPLITE+ DUO FLASHER BLU/WHT			Whse: 001			
SLBKT	EACH	6.000	0.000	0.000	12.500	75.00
STRIP LIGHT BRACKET			Whse: 001			
H-2219BW	EACH	6.000	0.000	0.000	75.000	450.00
CANNON HIDE-A-WAY 12 LED: b/W			Whse: 001			
HHS4200	EACH	3.000	0.000	0.000	375.000	1,125.00
SIREN AMP W/ HAND-HELD CONTROL			Whse: 001			
SA315P	EACH	3.000	0.000	0.000	155.800	467.40
SA315P SPEAKER, BLACK PLASTIC			Whse: 001			
SAK63P	EACH	3.000	0.000	0.000	19.410	58.23
SA-315 MT KIT 2017 TAHOE PASS			Whse: 001			
70265	EACH	3.000	0.000	0.000	25.000	75.00
FUSE&GROUND BLOCK			Whse: 001			
/INSTALL KIT	EACH	3.000	0.000	0.000	40.000	120.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	54.000	0.000	0.000	65.000	3,510.00
LABOR						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE.

Net Order:	110,057.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	110,057.00

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000347**

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2018
Expiration Date: 07/27/2020
Solicitation Number:
Award Date:
Modification Date: 06/26/19

Procurement Folder: 603822
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 4

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000056811: Emergency Lighting By Haynes
DBA: Haynes Emergency Lighting
P O Box 1515

Wetumpka AL 36092

Contact:

Scottie Haynes
3342415200 EXT: 208
Scottie@Elbhaynes.Com

COMMODITY / SERVICE INFORMATION

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX: EMERGENCY LIGHTING
FENIEX EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

52% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	HOUR	$45.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX: LABOR RATE
FENIEX, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF FENIEX EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO-RHINO: EMERGENCY LIGHTING
GO-RHINO EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

36% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	HOUR	$45.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO-RHINO: LABOR RATE
GO-RHINO, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF GO-RHINO EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS: EMERGENCY LIGHTING
HAVIS EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

42% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	HOUR	$45.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS: LABOR RATE
HAVIS, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF HAVIS EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

COMMODITY / SERVICE INFORMATION

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO-GARD: EMERGENCY LIGHTING
PRO-GARD EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

36.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	HOUR	$45.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO-GARD: LABOR RATE
PRO-GARD, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF PRO-GARD EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN: EMERGENCY LIGHTING
WHELEN EMERGENCY LIGHTING:

EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.

VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.

52.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	HOUR	$45.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN: LABOR RATE
WHELEN, LABOR RATE

HOURLY LABOR RATE FOR ALL INSTALLATION OF TOMER EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
FENIEX SHOP SUPPLIES
FENIEX SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

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

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
GO RHINO SHOP SUPPLIES.
GO RHINO SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		$0.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
HAVIS SHOP SUPPLIES.

COMMODITY / SERVICE INFORMATION

HAVIS SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		$0.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
PRO GARD SHOP SUPPLIES
PRO GARD SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0		$0.000000	$0.00			$0.00	$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
WHELEN SHOP SUPPLIES
WHELEN SHOP SUPPLIES.
TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

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

Final

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 293-19

Purchase - (7) 2020 Chevrolet Tahoes - State Contract - PD

RESOLUTION NO. _______________

WHEREAS, the Police Department desires to purchase seven (7) 2020 Chevrolet Tahoes with certain options utilizing the State of Alabama Contract #T191L; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2020 Chevrolet Tahoes; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of $219,351.72.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Donohoo Chevrolet LLC
Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

City of Opelika

Prepared For: Shane Healey

SHealey@opelika-al.gov

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
CC15706	2020 Chevrolet Tahoe 2WD 4dr Commercial	

COLORS

CODE	DESCRIPTION	Invoice
GAZ	Summit White	$0.00

OPTIONS

CODE	DESCRIPTION	Invoice
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle only.)	Inc.

Data Version: 6670. Data Updated: Sep 30, 2018 9:24:00 PM PDT.

Donohoo Chevrolet LLC
Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

OPTIONS

CODE	DESCRIPTION	Invoice
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle only.)	Inc.
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	$0.00
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle.)	$51.87
6N6	Door locks and handles, inside rear doors inoperative (doors can only be opened from outside) (Requires (9C1) Police Vehicle.)	$53.69
7X6	Spotlamp, left-hand (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	$445.90
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	Inc
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	Inc.

Donohoo Chevrolet LLC
Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

OPTIONS

CODE	DESCRIPTION		Invoice
AZ3	Seating, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (STD)		$0.0(
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	Inc.	
FE9	Emissions, Federal requirements		$0.0(
GAZ	Summit White		$0.0(
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)		$0.0(
H0U	Jet Black, Cloth seat trim		$0.0(
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)		$0.0(
K4B	Battery, Auxiliary, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	Inc.	
KW7	Alternator, 170 amps, high output (Included and only available with (9C1) Police Vehicle only.)	Inc.	
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)		$0.0(

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

OPTIONS

CODE	DESCRIPTION		Invoice
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)		$0.00
NZZ	Skid Plate Package with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	Inc.	
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	Inc.	
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)	Inc.	
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	Inc.	
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	Inc.	
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	Inc.	
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	Inc.	
V76	Recovery Hooks, Black		$45.5(
	Options Total		**$596.96**

Data Version: 6670. Data Updated: Sep 30, 2018 9:24:00 PM PDT.

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Price Summary

PRICE SUMMARY

	Invoice
Base Price	$30,739.00
Total Options	$596.96
Grand Total per unit	**$31,335.96**

$31,335.96
x 7
Total for 7-Units = $219,351.72

Data Version: 6670. Data Updated: Sep 30, 2018 9:24:00 PM PDT.

Donohoo Chevrolet LLC
Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)

E85 FlexFuel capable

Differential, heavy-duty locking rear

Rear wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Exterior

Fascia, front body-color (With (9C1) Police Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio, delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Interior

Seating, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (STD)

Seat trim, cloth

Data Version: 6670. Data Updated: Sep 30, 2018 9:24:00 PM PDT.

Donohoo Chevrolet LLC
Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Interior

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized-vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, frontal and side-impact for driver and front passenger and head-curtain for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Door locks, rear child security

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft deterrent, content, electrical, unauthorized entry

Donohoo Chevrolet LLC

Lisa Curtner | 256-845-3525 EXT 3 | lcurtner@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr (5)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 16000000004** **NOT TO EXCEED AMOUNT:**

Begin Date:	11/16/2015	Procurement Folder:	4411
Expiration Date:	11/15/2019	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	10/30/18	Version Number:	11

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Crist Watts	Crist Watts	Patrick Hemme
334-242-4291	334-242-4291	334-242-7173
crist.watts@purchasing.alabama.gov	crist.watts@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet

1000 Greenhill Blvd Nw

Fort Payne AL 35967

Contact:

Chad Johnson
2568453525 EXT: 1
Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

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

07006310000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available

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

07006310000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
No Longer Available.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$37,688.000000	$0.00			$0.00	$0.00

07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
VEHICLES,UTILITY,TWO&FOUR WHEEL DRIVE Chevrolet Suburban
Vehicle, Full-Size SUV, Law Enforcement (Severe Service, Not Pursuit Rated), Standard Specifications/Features, Make: ____________Model: ____________Chevrolet Suburban

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	$30,739.000000	$0.00			$0.00	$0.00

07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
VEHICLES,UTILITY,TWO&FOUR WHEEL DR Chevrolet Tahoe PPV
Vehicle, Full-Size SUV, Law Enforcement, 2-Wheel Drive (Patrol Rated), Standard Specifications/Features, Make: ____________Model: ____________Chevrolet Tahoe PPV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	$32,969.000000	$0.00			$0.00	$0.00

07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
VEHICLES,UTILITY,TWO&FOUR WHEEL DR, Chevrolet Tahoe SSV
Vehicle, Full-Size SUV, Law Enforcement, 4-Wheel Drive (Not Pursuit Rated), Standard Specifications/Features, Make: ____________Model: ____________Chevrolet Tahoe SSV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	$18,876.000000	$0.00			$0.00	$0.00

07048550000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
Vehicle, Full-Size Truck, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: ____________Model: ____________Chevrolet Silverado 1500

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	$23,386.000000	$0.00			$0.00	$0.00

07093290000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
VANS, PASSENGER, Chevrolet Express
Vehicle, Transport Van, Minimum 12-Passenger Capacity, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: ____________Model: ____________Chevrolet Expresm

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

06066200000 - DO NOT USE. Use 5- or 7-digit code.
MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

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

Attachment: 10-1-19 - SEVEN (7) 2020 CHEVY TAHOES - STATE CONTRACT T191L - CNCL PKT (293-19 : Purchase - (7) 2020 Chevrolet Tahoes -

COMMODITY / SERVICE INFORMATION
40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV TRUCK TRANSPORT DELIVERY

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

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 294-19

Purchase - (1) New Ford F450 - HGAC Contract #AM10-18 - FD

RESOLUTION NO. ____________

WHEREAS, the Fire Department desires to purchase one (1) New Ford F450 Rescue Truck with certain options utilizing HGAC Contract #AM10-18; and

WHEREAS, Emergency Equipment Professionals is the Contract Vendor for the Ford F450 Rescue Truck; and

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

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

1. That the purchase be awarded to Emergency Equipment Professionals utilizing the HGAC Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Equipment Professionals in the amount of $248,782.56.

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

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	AM10-18	Date Prepared:	9/24/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF OPELIKA, AL (FIRE)	Contractor:	EEP: Emergency Equipment Professionals
Contact Person:	Jon Kennedy: EMS/Hazmat Coordinator	Prepared By:	Rob Cartee
Phone:	CELL: 334-750-7074	Phone:	256-466-2772
Fax:		Fax:	662-342-7251
Email:	JKennedy@opelika-al.gov	Email:	RCARTEE@EEPROINC.COM

Product Code:	AM18BA17	Description:	ChiefXL Type I: Ford F450 4x4 / 193" Wheelbase / 72" Headroom / 169"

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 199299

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SEE ATTACHED SHEET			
		Subtotal From Additional Sheet(s):	9621.
		Subtotal B:	9621.

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SEE ATTACHED SHEET			
		Subtotal From Additional Sheet(s):	16780.
		Subtotal C:	16780.

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	225700.4	=	Subtotal D:	225700.

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 100

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Loose equipment: Ferno	14713.1	delivery, pdi, admin	370
Loose Equip: Motorola per local quote	7834.46	Factory Final Inspection trip for 2 Opelika personnel	200
DEALER & OEM DISCOUNTS	-6165.4	Subtotal F:	22082.1

Delivery Date:	210-240 from clean order	**G. Total Purchase Price (D+E+F):**	248782.5

Opelika Fire, Alabama

Published Options	HGAC PRICE
OUTLETS, 125VAC - FOUR (4) INTERIOR DUPLEX	$83.60
OUTLETS, 12VDC - FOUR (4) INTERIOR POWERPOINT	$140.80
SOUND DEADENING PKG	$490.00
COATING - CERAMIC THERMAL	$296.00
ZIEBART UNDERCOATING	$836.00
ZICO SCBA HOLDERS KD-UH-6-SF (#23891) TWO (2)	$387.20
OUTSIDE STORAGE #1-O2 CYL. STORAGE WITH E-Z O2 LIFT	$2,046.00
CONDENSER - HOSELINE TMC 2007, MODULE FRONT MOUNT	$1,929.40
(2) F W #521 STORAGE BRACKET FOR "D", OR JUMBO "D" CYLINDER	$622.60
NET - SQUADBENCH INSTALLED	$585.20
FIRE EXTINGUISHER - (1) ABC DRY CHEM 5 LB. WITH BRACKET - front	$84.70
FIRE EXTINGUISHER - (1) ABC DRY CHEM 5 LB. WITH BRACKET - rear	$84.70
CHEVRON STRIPING - FULL COVERAGE - per attached layout	$2,035.00
Additional - PUBLISHED OPTIONS:	**$9,621.20**

Un Published Options	PRICE	
ARM REST - EACH SIDE	$	225.00
INVERTER, VANNER - 1050 WATT, #20-1000TUL.2-DC	$	1,860.00
LIGHTS, INTERIOR CABINETS, RIDGEBACK 12V LED STRIP LIGHT, WHITE	$	1,038.00
led round compt lights	$	654.00
CABINET - RIGHT WALL BEHIND SQUADBENCH	$	1,198.00
POLISHED STAINLESS - NERF BARS ILO STD RUNNING BOARDS	$	350.00
DIVIDER WITH STAIR CHAIR STORAGE AND STRAP	$	600.00
deleted stream lights	$	-
TURN SIGNAL CAMERAS EACH SIDE	$	900.00
deleted firecom	$	-
(1) TECHNIMOUNT MONITOR BRACKET FOR ZOLL X SERIES	$	1,000.00
OUTLET 12VDC WIRED HOT AT ACTION AREA FOR CUSTOMER SUPPLIED NARC B(	$	64.00
GLOVE STORAGE AT CAB CONSOLE	$	225.00
deleted laptop mount	$	-
VEHICLE PLACARD - TOTAL OF 3	$	325.00
ACP AREA - FLIP DOWN PANEL	$	62.20
BACKBOARD HOLDER AT TOP OF OSS 4	$	50.00
MODULE SEATING TO BE BRAUN UPGRADE - ILOS VALOR	$	300.00
PAINT MODULE ALL ONE SOLID COLOR, PLUS CLEAR COAT	$	1,280.00
PAINT CAB ALL ONE SOLID COLOR, PLUS CLEAR COAT	$	3,049.00
deleted - UPPER SECTION OF MODULE TO BE PAINTED BLACK	$	-
MODULE ROOF TO BE PAINTED WHITE - NOT VISIBLE FROM GROUND LEVEL	$	800.00
GRAPHICS - CUSTOMIZED TO MATCH CURRENT FLEET	$	2,500.00
antenna bases to be mounted on chassis cab ROOF (2)	$	300.00
Total UNPUBLISHED OPTIONS:	**$**	**16,780.20**

C34MED24-14, 34' 1 Room Mobile Clinic on a Ford F650 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space (view-product.aspx?productid=19330)	AM18MC11	LDV	$188,457.00
CEU - Cadaver Evacuation Unit - 12FT Refrigerated to morgue level designed to remove or provide storage for disaster fatalities, D-5500 Reg Cab (view-product.aspx?productid=19265)	AM18JC30	General Truck Body	$132,888.00
CEU - Cadaver Evacuation Unit - 12FT Refrigerated to morgue level designed to remove or provide storage for disaster fatalities, Ford F550 Reg Cab (view-product.aspx?productid=19276)	AM18JC48	General Truck Body	$134,998.00
Chevrolet 4500/5500 Medium Duty (view-product.aspx?productid=19559)	AM18TA27	Osage	$165,655.00
Chevy Travois Type II 3500 (view-product.aspx?productid=19541)	AM18TA09	Osage	$90,050.00
Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel (view-product.aspx?productid=18895)	AM18BA16	Braun	$196,601
Chief XL Type I: Ford F-450 4x4 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel (view-product.aspx?productid=18896)	AM18BA17	Braun	$199,299
Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel (view-product.aspx?productid=18897)	AM18BA18	Braun	$197,562
Chief XL Type I: Ford F-550 4x4 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel (view-product.aspx?productid=18898)	AM18BA19	Braun	$200,699
Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas (view-product.aspx?productid=18903)	AM18BA24	Braun	$162,395
Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas (view-product.aspx?productid=18902)	AM18BA23	Braun	$166,821

HGACBuy
THE SMART PURCHASING SOLUTION
(/default.aspx)

Contract Contact Information

Select a contract to view HGACBuy and Vendor contacts for the selected contract.

AM10-18: Ambulances, EMS, and Other Special Service Vehicles

Filter List by Vendor Name

Reset Name

HGACBuy Contacts

Contact Name	Email Address	Phone Number
Chappel, Loleta	loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)	713-993-2486

Vendor Contacts

Vendor	Contact Name	Email Address	Phone Number
911 Fleet & Fire Equipment Holdings, LLC	Barnard, Andrew	abarnard@911fleet.com (mailto:abarnard@911fleet.com)	859-594-4367
Absolute Fire Protection Co. Inc.	Amoroso, Tony	tony@absolutefire.com (mailto:tony@absolutefire.com)	908-757-3600
Atlantic Emergency Solutions, Inc.	Guzman, Michael	mguzman@atlanticemergency.com (mailto:mguzman@atlanticemergency.com)	803-206-6908

Crestline Coach LTD	Burgess, Chuck	cburgess@crestlinecoach.com (mailto:cburgess@crestlinecoach.com)	306-986-5635
Daco Fire Equipment, Inc.	Dobmeier, Wesley	wdobmeier@dacofire.com (mailto:wdobmeier@dacofire.com)	817-281-4172
Delmarva Pump Center dba DPC Emergency Equipment	Heston, Mike	mheston@dpcemergency.com (mailto:mheston@dpcemergency.com)	302-492-1245
Demers Ambulance USA Inc.	Fortin, Marcel	mfortin@demers-ambulances.com (mailto:mfortin@demers-ambulances.com)	514-262-8819
Emergency Equipment Professionals, Inc.	Cartee, Rob	rcartee@eeproinc.com (mailto:rcartee@eeproinc.com)	256-466-2772
Emergency Equipment Professionals, Inc.	Witt, Shawn	switt@eeproinc.com (mailto:switt@eeproinc.com)	662-280-4729
Emergency Vehicle Group, Inc.	Weber, James	jweber@evginc.net (mailto:jweber@evginc.net)	714-500-7455
ETR, L.L.C.	Michaluk, Gerald (Jerry)	jerry@etrllc.org (mailto:jerry@etrllc.org)	407-339-6737
Everest Emergency Vehicles, Inc	Haselman, Bob	bob.haselman@everestev.com (mailto:bob.haselman@everestev.com)	651-236-8944
Excellance, Inc.	Pugh, Thomas	tommy@excellance.com (mailto:tommy@excellance.com)	256-772-9321
FF1 Apparatus LLC	DeForge, Greg	Greg@FF1.com (mailto:Greg@FF1.com)	833-334-3473
Finley Fire Equipment Inc.	Mansfield, Norman	nmansfield@finelyfire.com (mailto:nmansfield@finelyfire.com)	740-962-4328
Finley Fire Equipment Inc.	Smith, Mark	msmith@finleyfire.com (mailto:msmith@finleyfire.com)	740-962-4328
Fire & Safety Services LTD	Emery, Robert	remery@f-ss.com (mailto:remery@f-ss.com)	800-400-8017

Attachment: 10-1-19 - ONE (1) FORD F450 RESCUE TRUCK - HGAC CONTRACT #AM10-18 - CNCL PKT (294-19 : Purchase - (1) New Ford F450 -

RESOLUTION NO. 295-19

Purchase - (1) 2020 Peterbilt 520 Daycab W/ McNeilus 2849 Side Loader Body-Sourcewell Contr-OES

RESOLUTION NO. ____________

WHEREAS, the Opelika Environmental Services Department desires to purchase one (1) 2020 Peterbilt 520 Daycab with McNeilus 2849 Side Loader Body including certain options utilizing Sourcewell Contract #081716-PMC; and

WHEREAS, Fitzgerald Peterbilt of Montgomery is the Contract Vendor for the one (1) 2020 Peterbilt 520 Daycab with McNeilus 2849 Side Loader Body; and

WHEREAS, funding traded in January 2020 in the amount of $100,000.00 will come from a trade-in credit for unit #832. Additional funding in the amount of $158,541.00 will come from the Solid Waste Automobiles and Trucks fund;

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

1. That the purchase be awarded to Fitzgerald Peterbilt of Montgomery utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Fitzgerald Peterbilt of Montgomery in the amount of $158,541.00.

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

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

APPROVED AND ADOPTED this the ______ day of ________________, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

FITZGERALD PETERBILT

Quote

Salesperson	Quote #	Quote Date
Mike Henderson | mhenderson@fitzgeraldpeterbilt.com | Phone: +1 3347075588 | Fax:	007361	Jun 18, 2019

Customer Information	
Name	City of Opelika
Billing Address	PO Box 390 Opelika, AL 36803
Contact	Terry White | tmwhite@opelika.net | (334) 705-5120
Truck Information	**2020 Peterbilt 520 Daycab - Peterbilt Spec ID - MH.0000.7352**

Notes

THIS UNIT IS QUOTED UNDER SOURCEWELL CONTRACT NUMBER 081-716-PMC

PLEASE REFERENCE THIS CONTRACT NUMBER ON ALL CORRESPONDENCE INCLUDING PURCHASE ORDER

Pricing	
Base Price of Truck	**$133,335.00**
Amount Subject to FET	**$0.00**
FET Tire Credit	$0.00
FET after Tire Credit	$0.00
Subtotal with FET	**$133,335.00**

FET Exempt	
McNeilus Model 2849 Autoreach Side Loader Body	$120,769.00
Trade Allowance for 2016 Peterbilt per Trucks & Parts quote attached	($100,000.00)
5 years/150,000 miles engine warranty including after treatment	$2,900.00
5 year Allison warranty	$1,042.00
Doc Fee	$495.00
FET Exempt Subtotal	**$25,206.00**

Total **$158,541.00**

QUOTE ONLY: *Valid for 30 days from date on Quote. Actual Sales Order may vary depending on selections made. Thank you for the opportunity.*

Signature ______________________________ Date ______________

Fitzgerald Peterbilt - Montgomery
7875 Mobile Hwy
Hope Hull, AL 36043
Phone: 334.245.6500
Fax:

Sourcewell

Sourcewell
Formerly NJPA
Awarded Contract

Peterbilt

Class 6, 7 & 8 Vehicles & Chassis

#081716-PMC

Maturity Date: 11/15/2020

Contract Documents Products & Services

Products & Services

Sourcewell contract 081716-PMC gives access to the following types of goods and services:

- Vocational & medium duty trucks
- Serving Class 6, 7, 8

Additional information can be found on the vendor-provided, nongovernment website at:
www.peterbilt.com/dealers Matt.)

Shop Peterbilt | Careers | Contact | FIND A DEALER

TRUCKS | PRODUCTS & SERVICES | INNOVATION | RESOURCES & SUPPORT | ABOUT US

Home > Products & Services > **Find A Dealer**

YOUR LOCATION COULD NOT BE DETECTED

hope hull, al

FIND NOW

3 Nearby Dealers

FILTERS 1

Fitzgerald Peterbilt of Montgomery
7875 Mobile Highway
Hope Hull, AL 36043

Type:
Full Service

VIEW DETAILS GET DIRECTIONS

Performance Peterbilt of Tifton
1710 US Hwy 82 W
Tifton, GA 31794

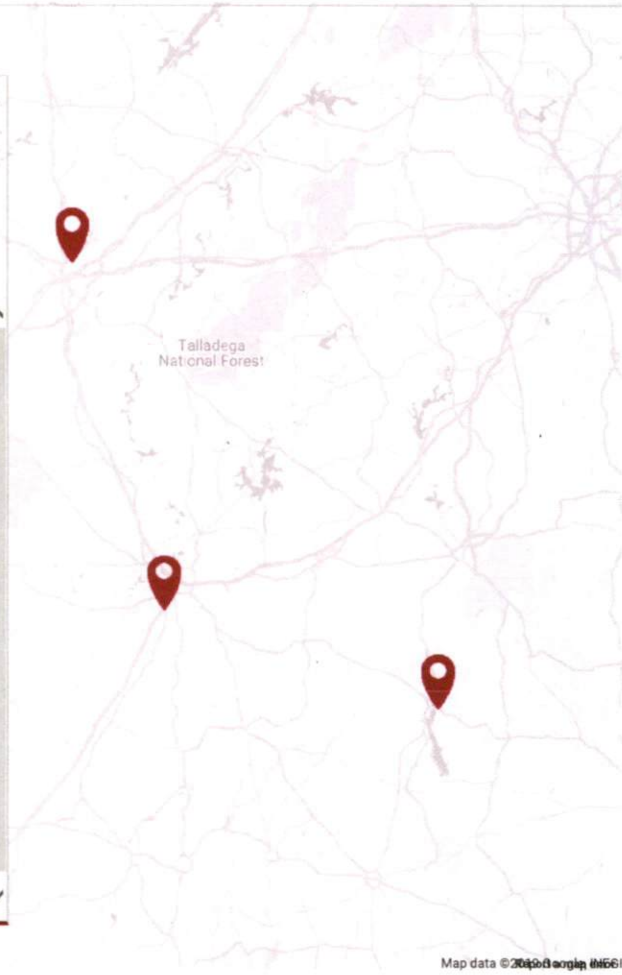
Type:
Parts & Service

VIEW DETAILS GET DIRECTIONS

Fitzgerald Peterbilt of Birmingham
2592 Commerce Circle
Birmingham, AL 35217

Type:
Full Service

VIEW DETAILS GET DIRECTIONS



LOCATION LISTING

CANADA

ALBERTA (8)	**BRITISH COLUMBIA** (11)	**MANITOBA** (5)	**NEW BRUNSWICK** (2)
NEWFOUNDLAND AND LABRADOR (1)	**NOVA SCOTIA** (3)	**ONTARIO** (19)	**PRINCE EDWARD ISLAND** (1)
QUEBEC (15)	**SASKATCHEWAN** (4)		

Mike Henderson

From: Brion Maguire
Sent: Friday, June 14, 2019 4:04 PM
To: mhenderson@fitzgeraldpeterbilt.com
Subject: FW: [EXTERNAL] RE: Trade in value for truck 832 for City for Opelika, AL

Here is the email chain I had with Ross. Terms are below.

Trucks & Parts has put a value of $100,000 for the 2016 Peterbilt – 28yd McNeilus Autoreach. Standard trade terms are listed below.

Truck Conditions – Trade Terms
All wear items at least 50%
Tires, brakes, shoes
All functions operate as intended
All safety devices work properly
Meets DOT inspection
No major mechanical issues
No cab damage
No body damage
No excessive wear on body wear items, including: pins/bushings, body/hopper floor, packer shoes
No active ECM fault codes
No engine or transmission leaks
All emissions equipment meets factory spec
Electronics/controls are factory spec and functioning properly
Chassis/Body are same model year
Clean title/Carfax report
All trash removed from body
Unit washed inside/outside

1W

Transaction to be completed by March 30, 2020.
Mileage not to exceed: 55,000
Hours not to exceed: 6,000

For every month after March 2020, deduct $2,500 per month off the trade value.
Or
For every 5,000 miles over 55,000 miles, deduct $2,500 per 5,000 miles off the trade value.
Or
For every 1,500 hours over 6,000, deduct $2,500 per 1,500 miles off the trade value.

Brion Maguire
President
Trucks & Parts
Mobile: 610-637-6310
Office: 484-364-4322
Fax: 484-228-8655
Email: brion@trucksandparts.com
Website: www.trucksandparts.com

RESOLUTION NO. 296-19

Building Permit Refund - Camellia Custom Homes.

Resolution No. ____________

WHEREAS, a Petition by Camellia Custom Homes, LLC has been presented to the City of Opelika for a refund of Building Permit and tax fees collected for the construction of a residential structure located at 2090 Anderson Road and has presented a letter to the Building Official requesting the refund of fees.

WHEREAS, the Petition and correctness of the amount of the Petition has been validated by Jeff Kappelman, Chief Building Inspector, for the City of Opelika, Alabama;

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

1) That the Petitioner be and the same is entitled to a refund in said amount; and
2) The Chief Building Inspector of the City of Opelika is hereby authorized to process the necessary paper work so a refund check for building permit and tax fees in the amount of $2435.00 to Camellia Custom Homes, LLC located at 1212 3rd Avenue, Opelika Alabama, 36801, can be prepared.
3) That the City Clerk - Treasurer is hereby authorized to sign and mail said refund check.

APPROVED and ADOPTED this the 1st day of October, 2019.

____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

City of Opelika, AL
Building Inspections Division

Camellia Custom Homes, LLC Refund

Account Name	Account Number	Amount
Permits	00010000 335001	$1,650.00
Tax (1/4 of 1%)	00010000 333003	$725.00
Land Disturbance Fee	00010000 335008	$30.00
Curb Cut Fees	00010000 357033	$30.00
Plan Review Fees	00010000 357035	
Al State tax	00010000 335007	
Re-inspection Fees	00010000 335007	
	Total Refund	$2,435.00

Prepared By	Jeff Kappelman
Approved by Mayor Fuller	
Processed By	
Date Processed	

RESOLUTION NO. 297-19

Application for the 2019 Byrne Justice Assistance Grant - OPD.

RESOLUTION NO. ____________

Apply for/accept the 2019 Byrne Justice Assistance Grant - OPD

WHEREAS, The City of Opelika participates each year in the application of a BYRNE JUSTICE ASSISTANCE GRANT; and

WHEREAS, the total amount of the Grant Application is $16,684.

WHEREAS, The Mayor's signature is required for this Grant Application/Acceptance.

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

1. The mayor of the City of Opelika is authorized to sign all documents pertaining to this grant application and/or the receiving of these grant funds.

APPROVED and ADOPTED this the ___________ day of _________________ 2019.

____

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

FACT SHEET

SUBJECT: Allow the Mayor to sign an application/acceptance for the 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

FACTS:

- The City of Opelika participates each year in the application/acceptance for a BYRNE JUSTICE ASSISTANCE GRANT.
- The amount of this grant application/acceptance is $16,684.
- Opelika Police Department plans to use the allotted award to purchase (2) drones and accompanying equipment. The supplier is providing training to officers and will assist in setting up an aviation unit.
- The Mayor is required to sign the grant application/acceptance.

RECOMMENDATIONS:

- The Council approve for the Mayor to sign this application/acceptance for this grant.

RESOLUTION NO. 298-19

Request by Verizon Wireless for a SUP for 2100 Tiger Town Parkway.

RESOLUTION NO. ___________

WHEREAS, Verizon Wireless has requested to co-locate their equipment on an existing building located at 2100 Tiger Town Parkway, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Verizon Wireless has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon Wireless's customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the co-location of Verizon Wireless's equipment at this facility located at 2100 Tiger Town Parkway, which consist of a 28' building;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon Wireless is hereby granted a Special Use Permit to co-locate their equipment on the building located at 2100 Tiger Town Parkway. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, a completed and singed Co-Location Compliance Letter.
2. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, updated construction drawings with correct Code compliance reference.
3. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, a completed and singed RF Compliance Letter.
4. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, the ERP (Effective Radiated Power) for all proposed antennas.
5. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, the azimuth for all proposed antennas.

6. Prior to the issuance of the Building Permit, Verizon Wireless shall submit to the City for review and approval, documentation for the need of the antennas to be mounted above the roof line of the structure and plan to screen proposed antennas.

7. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon Wireless may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.

8. Verizon Wireless must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.

9. Once, Verizon Wireless has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon Wireless must notify the City's consultant for all inspections.

10. At the completion of construction, Verizon Wireless must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.

11. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

12. The provision of the Certificate of Completion for this work shall be a pre-condition for any future modifications of any kind by this carrier, at this facility.

ADOPTED and APPROVED this ______ day of ____________________, 2019.

____

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

____

R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 299-19

Annual appropriation contract FY2020 with American Red Cross.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the American Red Cross - East Alabama Chapter, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the American Red Cross - East Alabama Chapter, and retain one copy.

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 - Treasurer

Agreement

This agreement is made and entered into this 1st day of October 2019 between **The American Red Cross, East Alabama Chapter**, a non-profit organization, hereinafter referred to as "Agency" and **City of Opelika,** a municipal corporation, hereinafter referred as "City" shall be binding for the period of October 1, 2019 through September 30, 2020.

The **City** has approved an appropriation in the amount of $10,000 for the **Agency** to be used for:

Local disaster preparation, services, and training in Opelika, Alabama

The **Agency** shall use funds from the **City** for the reasons stated above. The **City** shall pay the **Agency** the sum of $10,000 for the budget year October 1, 2019 through September 30, 2020 with said sums to be paid quarterly commencing October 2019. This agreement shall be binding upon the hereto, their successors and assigns.

American Red Cross, East Alabama Chapter

Non-Profit Organization

Hunter Smart, Executive Director

City of Opelika

Municipal Corporation

Gary Fuller, Mayor

RESOLUTION NO. 300-19

Annual appropriation contract FY2020 with Main Street.

RESOLUTION NO. ________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Opelika Main Street, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Opelika Main Street, Inc., and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2019.

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA – LEE COUNTY

CONTRACT FOR SERVICES

(Fiscal year 2019-2020)

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "City", and Opelika Main Street, Inc., a non-profit corporation, hereinafter referred to as "Main Street", on this the _______________ day of _______________ 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2019 and ending September 30, 2020. At the end of each year this contract may be renewed by agreement between the parties.

2. Main Street agrees to provide the City with the following services:

a) Promote and maintain an attractive downtown image for Opelika. Support and maintain active downtown commerce in Opelika.

b) Promote and maintain the heritage and character of downtown Opelika.

c) Coordinate and work closely with other agencies to make downtown Opelika easily and safely accessible.

d) Conduct or assist with special events downtown; On The Tracks: Wine and Cheese Festival (October), Opelika Main Street On Tap: A Craft Beer and Food Truck Event in the spring, Noon Tunes (May) Think Pink Breast Cancer Walk, Touch-A-Truck (June) Christmas Open House and Christmas in a Railroad Town (December).

e) Work with the Opelika Historic Preservation Society, Auburn-Opelika Tourism Bureau, the North Opelika Historic Neighborhood Association, and the Museum of East Alabama, to promote and encourage Walking and Driving Tours of Opelika's Historic Districts and package group tours when requested.

f) Continue working with downtown property and business owners to encourage building improvements using the Main Street Facade program when required.

3. As compensation for the services rendered hereunder, the City agrees to pay Main Street for the one (1) year term beginning on October 1, 2019, the sum of $20,000.00, payable in a lump sum.

4. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of Main Street, and shall not be liable for any debts or

obligations incurred by Main Street, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the asset of Main Street, nor shall Main Street at any time use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.

5. Main Street in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the city but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Main Street, provided for herein, are performed, but on the contrary, Main Street shall be wholly responsible therefore.

6. Main Street shall not transfer or assign this agreement or license any of the rights or privileges granted herein without prior written consent of the City.

7. Main Street agrees to comply with all local, state and federal laws while performing under the terms of this agreement.

8. Main Street agrees that upon violation on any of the covenants and the agreements herein contained, on account of any act of omission or commission of Main Street, the City may, at its option, terminate and cancel this agreement.

9. Main Street agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office.

10. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.

11. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.

12. The laws of the State of Alabama hereunder, shall govern the validity of this agreement and of any of its terms, provisions, as well as the rights and duties of the parties.

CITY OF OPELIKA, ALABAMA

By: ______________________________

It's Mayor: Gary Fuller

Attest:

____

It's City Clerk: R. G. "Bob" Shuman

OPELIKA MAIN STREET, INC
A Non-Profit Corporation

By: ______________________________

It's Board Representative

Attest:

____

It's Executive Director: W. K. "Ken" Ward

RESOLUTION NO. 301-19

Annual appropriation contract FY2020 with Storybook Farm.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and Storybook Farm, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to Storybook Farm, and retain one copy.

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 - Treasurer

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Storybook Farm, a 501(c)(3) charitable corporation, hereinafter referred to as the "Farm", **on this 20 day of September, 2019.**

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st **day of October, 2019 and ending the 30th day of September,2020.**

2. During the term of this contract, the Farm agrees to provide, at no cost to the participants, therapeutic horseback riding and creative activities to children from the Opelika community with life threatening illnesses, chronic diseases, disabilities and children who have suffered a loss.

3. As compensation for the services rendered hereunder, the City agrees to pay to the Farm for the term of this agreement the sum of **$6,000.00** payable ~~on~~ in a ~~quarterly basis~~ lump sum.

4. In the performance of its obligation hereunder, the Farm shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.

5. The Farm agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

6. The Farm agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.

7. The Farm in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by the Farm are performed, but on the contrary, the Farm shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. The Farm agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.

9. The Farm shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.

12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the ______ day of _________________, 20___.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: ______________________
Gary Fuller
Mayor

ATTEST:

____
Robert G. Shuman, CMC
City Clerk - Treasurer

STORYBOOK FARM, Inc.
An Alabama non-profit corporation

BY: Dena Little
Executive Director

ATTEST: Sue Medley
Storybook Farm witness

RESOLUTION NO. 302-19

Annual appropriation contract FY2020 with KOB.

RESOLUTION NO. ___________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Keep Opelika Beautiful, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Keep Opelika Beautiful, Inc., and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2019.

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA
COUNTY OF LEE

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA

AND

KEEP OPELIKA BEAUTIFUL, INC.

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, (hereinafter referred to as City), and Keep Opelika Beautiful, Inc., a non-profit, benevolent, corporation incorporated the eighth day of January 1997, (hereinafter referred to as Keep Opelika Beautiful), as of this first day of October, 2019:

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and Keep Opelika Beautiful will provide the following services on behalf of the City:

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2019, and ending September 30, 2020; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

2. Keep Opelika Beautiful agrees that it will provide the City the following services as to its part of the overall agreement between the City of Opelika:

(a) Assist the Mayor, City Administrator, Members of the City Council and various city department heads in developing programs which stimulate all segments of the community to help improve Opelika's physical appearance.
(b) Through its Beautification Committee recognize and award business and industry in the City of Opelika with Clean Business Awards. Continue to expand the number of sponsors in the Adopt-A-Program.

(c) Through its Beautification Committee it will create a spirit of community and pride by awarding and recognizing outstanding efforts in individual and neighborhood beautification and improvement to the nature surroundings in the City. Yard of the Year Awards will be presented at City Council meetings. Keep Opelika Beautiful will continue to enhance the City's Azalea and Dogwood Trail.

(d) Keep Opelika Beautiful will coordinate all meetings and activities of the Opelika Tree Commission. Keep Opelika Beautiful will assist the city in maintaining Tree City, working with tree inventory and removal attending Alabama Urban Forestry Association annual conference.

(e) Keep Opelika Beautiful will continue to coordinate the Opelika Recycle & Shred Day for all residents of Opelika.

(f) Continue education and maintaining a litter prevention program utilizing the Keep America Beautiful System, a behavioral approach to changing attitudes and habits about proper solid waste handling. Keep Opelika Beautiful will continue to offer the annual Citywide Cleanup.

(h) Through its Education Committee Keep Opelika Beautiful will continue to expand its Clean Campus program, with involvement of all City schools during the 2019-2020 school year. Keep Opelika Beautiful also participates in school sponsored events such as America Recycled Day, Arbor Day and Earth Day.

(i) Through its Executive Director assist the Mayor and City Council in public relations effort for the City insofar as it relates to environmental questions and citizen concerns in the City. The Executive Director will continue to speak to various businesses and civic organizations. Keep Opelika Beautiful will continue to assist the City Engineer and other staff with ADEM reports, including Storm Water Management.

(j) Keep Opelika Beautiful continues to assist City of Opelika Environmental Services Department with recycling education and school recycling.

(k) Keep Opelika Beautiful will continue to partner with Opelika City School, Auburn University and Food Bank of East Alabama in increasing attendance and awareness of O Grows.

3. As compensation for the services to be rendered by Keep Opelika Beautiful, the City of Opelika agrees to pay or provide funds with which to pay Keep Opelika Beautiful during the fiscal year commencing October 1, 2019 and ending September 30, 2020, the sum of ~~forty~~-thousand ($38,000) dollars.
thirty eight

4. Not withstanding any of the provisions of this agreement, it is understood and agreed that the City has no financial responsibility in the business or the affairs of Keep Opelika Beautiful, and the City shall not be liable for any debts or obligations incurred by Keep Opelika Beautiful, nor shall it deemed or construed to be a partner, joint venturer, or participate in or with any of the indebtedness incurred by Keep Opelika Beautiful.

5. Keep Opelika Beautiful shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities.

6. Keep Opelika Beautiful agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office. Prohibited political activities shall include, but not be limited to, the following:

(a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons for office.

(b) Use of influence for the purpose of interfering with or affecting the results of partisan referendums.

(c) Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit Keep Opelika Beautiful from attempting to secure legislation to advance environmental education in the City of Opelika and the State of Alabama.

7. Subject to the provisions regarding assignment, this agreement shall be binding upon the parties and their respective successors and assigns.

8. This agreement shall be governed by the laws of the State of Alabama

WITNESS OUR HANDS AND SEALS THIS _____ day of _____________, 2019.

By_______________________________________

MAYOR OF THE CITY OF OPELIKA

SEAL

ATTEST:

By_______________________________________

CLERK OF THE CITY OF OPELIKA

By_______________________________________

PRESIDENT, KEEP OPELIKA BEAUTIFUL, INC.

SEAL

ATTEST:

By _______________________________________

TREASURER, KEEP OPELIKA BEAUTIFUL, INC.

RESOLUTION NO. 303-19

Annual appropriation contract FY2020 with Lee Co. Youth Dev.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Lee County Youth Development Center, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Lee County Youth Development Center, and retain one copy.

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 - Treasurer

STATE OF ALABAMA

COUNTY OF LEE

AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF OPELIKA, ALABAMA, a municipal corporation, hereinafter referred to as "City" and Lee County Youth Development Center, Inc., an Alabama non-profit corporation, hereinafter referred to as "Agency".

Statement of Background Information

1. Agency is a non-profit corporation located in the City of Opelika, Alabama, currently performing services for certain citizens of the City of Opelika.

2. Agency has requested a budget appropriation in the amount of $35,000 from the City to be used as specifically set forth on Exhibit "A" attached hereto and made a part hereof by reference.

3. City has informed Agency that said funds can only be used for those services set forth on Exhibit "A" and for no others and that in the event that Agency fails to comply with the terms and conditions of this Agreement, Agency shall refund to City all sums not spent in accordance with Exhibit "A" for approved services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitations, the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. City shall pay to Agency the sum of $ **35,000** for budget year October 1, 2019 through September 30, 2020 with said payments to be paid as follows:

Equal payments of $8,750.00 to be made quarterly.

2. Agency shall spend said funds only as forth on Exhibit "A" attached hereto and made a part hereof by reference.

3. Agency shall keep and maintain accurate books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the City at all reasonable times and places.

4. City shall only be ***conditionally*** obligated (based on the City achieving the budgeted 2019-2020 revenue projections) to contribute said funds for the budget year set forth above; however, Agency may submit a written request to City for funding for subsequent budget years with said request to be submitted in writing to City no later than June 30 of each subsequent year. In no event shall City be obligated to appropriate additional monies to Agency.

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

CITY OF OPELIKA, ALABAMA,
a municipal corporation

BY:______________________
Its______________________

ATTEST:
By:______________________
Its______________________

Lee County Youth Development Center
a non-profit corporation

ATTEST:
BY: Kelina Ransom
Its Administrative Assistant

BY: ______________________
Its Executive Director

EXHIBIT A

Contract between the City of Opelika and Lee County Development Center, Inc.

Specific Services

1. Project Uplift Volunteer Mentor Program

Recruit, screen, train, place and supervise volunteers (primarily Auburn University students)to give structure and direction to troubled and/or disadvantaged youth in the City of Opelika

Promote reading by providing books to local hair care establishments serving at-risk populations through the Beauty-and-a-Book program

2. In-School Prevention

a. Children in Self-Care - "Home Alone" Training for all 4th graders in the Opelika City Schools targeting those who have no adult supervision from 3:00 to 6:00 p.m.

b. Provide abstinence/healthy decision-making for all 7th through 10th grade students in Opelika City Schools and students of LCYDC's Chanticleer Learning Center in Opelika, Alabama.

RESOLUTION NO. 304-19

Annual appropriation contract FY2020 with EMS.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the East Alabama Healthcare Authority d/b/a East Alabama EMS LLC, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the East Alabama Healthcare Authority, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2019.

C. E. “Eddie” Smith, Jr.

President of City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA

COUNTY OF LEE
CITY OF OPELIKA
CITY OF AUBURN

EMERGENCY RESPONSE, RESCUE AND AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEE**, a Governmental Organization of Lee County, Alabama, hereinafter referred to as **"COUNTY";** the **CITY OF OPELIKA**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**OPELIKA**"; the **CITY OF AUBURN**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**AUBURN**"; and the **EAST ALABAMA HEALTHCARE AUTHORITY d/b/a EAST ALABAMA EMS LLC**, an Alabama Corporation, hereinafter referred to as the **"HOSPITAL".** The **COUNTY, OPELIKA** and **AUBURN** collectively will hereinafter be referred to as the **"GOVERNMENTS"**.

WITNESSETH

WHEREAS, the governing bodies of the GOVERNMENTS have determined that it is necessary for the protection of the health and welfare of the citizens of Lee County, Alabama, that "Emergency Response, "Routine Response", "Rescue Service" and "Ambulance Transport Services" be afforded, and in furtherance thereof they be desirous of providing prompt and adequate routine, convalescent and emergency ambulance service for the sick, lame and injured of Lee County; and

WHEREAS, "Emergency Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Routine Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from regular dispatch and or other non-emergency personal calls; and

WHEREAS, "Rescue Service" is defined as: the primary "first responder unit" that arrives at the call location and renders needed first aid and extricates the patient from any entrapments. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Ambulance Transport Service" is defined as: the ability to respond, evaluate, transport and deliver the patient to a destination. This requires a vehicle equipped with a patient compartment and stretcher and licensed by the State of Alabama; and

WHEREAS, "Ambulance" is defined as: a motor vehicle used for the transporting of persons who are wounded, injured, ill or sick. This motor vehicle will meet or exceed the Ambulance Vehicle Specifications as defined by the State of Alabama Bureau of Environmental and Health Service Standards. (Section 420-2-1-1.04); and

WHEREAS, HOSPITAL currently provides an Emergency Medical Service, hereinafter referred to as "EMS" which consists of Routine Response, Emergency Response, Rescue Service, and Ambulance Transport Service for the Cities of Auburn and Opelika, and Lee County; and

WHEREAS, the GOVERNMENTS are desirous of the HOSPITAL to provide the Emergency Response, Routine Response, Rescue Services, and Ambulance Transport Services for Lee County.

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by the GOVERNMENTS to HOSPITAL, the services to be rendered by HOSPITAL and in consideration of the mutual covenants and agreements of the parties herein contained, said parties do covenant, agree and contract as follows:

AGREEMENTS

SERVICES - HOSPITAL

1.1 SERVICES. HOSPITAL will provide Routine Response, Emergency Response, and Ambulance Transport Services for the GOVERNMENTS. HOSPITAL will also provide Rescue Service outside the police jurisdiction of Opelika. HOSPITAL will provide these services twenty-four (24) hours per day, 365 days per year.

1.2 PERSONNEL. HOSPITAL will provide Emergency Medical Technician(s) (EMT), sufficient to staff each ambulance, each of whom will be trained in accordance with the minimum training standards set forth by the State of Alabama, and will be so certified either as an EMT-Basic, EMT-Intermediate, or EMT-Paramedic.

1.3 AMBULANCES. HOSPITAL will have ambulances, staffed with appropriate levels of Emergency Medical Technicians available for the GOVERNMENTS service, twenty-four (24) hours per day, seven (7) days per week.

1.4 MANAGEMENT. Management of the Services will be handled by the HOSPITAL's Emergency Medical Services Department. Day to day operations will be supervised by the Director of the Emergency Medical Services Department along with shift supervisors.

1.5 WORKERS' COMPENSATION TRANSFERS. HOSPITAL will provide, at no charge to GOVERNMENTS, five (5) ambulance transports within Lee County. These transports will be used by each of the GOVERNMENTS to offset work related employee transports. This service is not transferable to other agencies and expires in conjunction with this Agreement.

SERVICES

2.1 ***AUTHORIZATION.*** The GOVERNMENTS do hereby authorize HOSPITAL as the sole provider of "EMS services" (Emergency Response and Rescue Services), except as noted in Section 5.1, within the Lee County limits. Moreover, the GOVERNMENTS do grant to HOSPITAL a non-exclusive license to provide Routine Response and Ambulance Transport Services within the Lee County limits.

REGULATIONS

3.1 ***TRAFFIC LAWS.*** HOSPITAL will at all times comply with the traffic laws and ordinances applicable to and which may be in force in Lee County.

3.2 ***911 RESPONSE.*** The GOVERNMENTS do hereby require HOSPITAL to respond to all 911 calls in Lee County with an Advanced Life Support (ALS) Ambulance.

3.3 ***EMS REGULATIONS.*** HOSPITAL will comply with all laws, rules and regulations applicable to Emergency Response, Routine Response, Rescue Services and Ambulance Transport Services of the City, County, State of Alabama, and United States and particularly the rules and regulations of the State of Alabama, Department of Public Health, as the same now exists or may hereafter be amended.

TERM

4.1 ***CONTRACT TERM.*** The term of this Agreement shall commence on the **__1st__ day of __October__, 2019, and shall be effective for a period of one (1) year and shall terminate at midnight on the __30th___day of__September__, 2020.** This Agreement may also be terminated as follows:

4.2 ***TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE.***

Notwithstanding any other provision of this Agreement, in the event of enactment, adoption or promulgation of legislation, rules or regulations by the State, Local, or Federal government, or the Agencies or Departments of either of them which, during the term of this Agreement, requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify GOVERNMENTS in writing of such legislation, rule or regulation, and provide information concerning the anticipated increased costs. The parties shall then, during a period of ninety (90) days after such notice, negotiate a new Agreement or an amendment to this Agreement to cover such increased costs. If the parties are unable to agree, either party may cancel this Agreement by giving ninety (90) days notice of cancellation in writing to the other party.

4.3 ***TERMINATION BY FAILURE TO PERFORM.*** Either party may terminate this Agreement upon the failure of the other party to comply with, or cure any breach or default of any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.

4.4 ***GENERAL TERMINATION.*** Either party may terminate this Agreement at any time with or without cause and without penalty, by giving the other party one hundred twenty (120) days prior written notice at any time during the term of this Agreement or any extension or renewal. If the governments terminate this agreement, each agrees to compensate the Hospital based on the settling up process noted below in Section 5.1.

COMPENSATION AND FINANCIAL

5.1 ***OPERATIONS AMOUNT.*** GOVERNMENTS each agree to pay HOSPITAL **$287,036** payable in quarterly installments of **$71,759** for Emergency Response, Routine Response, Ambulance Transport Services, and Rescue Services, except Opelika who agrees to provide its own rescue services.

5.2 ***CAPITAL AMOUNT.*** GOVERNMENTS each agree to pay HOSPITAL over the next two fiscal years of 2020 and 2021 **$88,440** payable in quarterly installments of **$22,110.** Effective 2022 each agree to resume the $58,440 capital amount payable in quarterly installments.

5.3 ***PAYMENT DATE.*** GOVERNMENTS agree to issue the above quarterly payment within ten (10) days following the end of each quarter, in a routine manner, without need for invoices.

5.4 ***REVENUE.*** The HOSPITAL will bill patients and insurance companies for Ambulance Transport Services. HOSPITAL will retain all monies collected from these billings.

5.5 ***ALLOCATION.*** Revenues, contractual discounts, subsidies, operational expenses and capital expenses shall be allocated to the GOVERNMENTS based on actual use of the Lee County EMS service, either direct or back-up calls. This allocation pertains to bookkeeping procedures only. It does not affect the amount payable from the GOVERNMENTS to HOSPITAL.

5.6 ***RECORDS.*** HOSPITAL shall keep and maintain records reflecting all calls made and received, and an accurate record of the costs and expenses in the operation of the EMS Service.

5.7 ***BUDGET.*** Within sixty (60) days prior to the termination of this Agreement, HOSPITAL shall provide to the GOVERNMENTS an operating and capital budget which accurately and fairly projects the financial operation of the EMS Service for the next fiscal year.

5.8 INCOME STATEMENT. HOSPITAL shall provide to the GOVERNMENTS an annual income statement, which accurately reflects the financial condition of the EMS Service at September 30th. This income statement shall be delivered to GOVERNMENTS within one hundred fifty (150) days after the year end.

INDEPENDENT CONTRACTOR

6.1 HOSPITAL. In the performance of the work, duties and obligations evolving upon it under this Agreement, it is mutually understood and agreed that HOSPITAL is at all times acting and performing as an independent contractor; that GOVERNMENTS, shall neither have nor exercise control or direction over the methods by which HOSPITAL provides the work and services except that HOSPITAL, by this Agreement, agrees to perform the said work and services at all times in strict accordance with currently approved methods and that the sole interest of the GOVERNMENTS is to assure that said services shall be performed and rendered in a competent, efficient, and satisfactory manner.

6.2 HOSPITAL EMPLOYEES. HOSPITAL's employees shall not be deemed to be employees of the GOVERNMENTS and shall not act in an Agency capacity for GOVERNMENTS and shall not be entitled to any benefits provided by GOVERNMENTS to its employees, including, but not limited to vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits of any kind.

INSURANCE

7.1 WORKERS' COMPENSATION INSURANCE. HOSPITAL will, at HOSPITAL's expense, obtain and maintain appropriate workers' compensation coverage for HOSPITAL's employed personnel.

7.2 PROFESSIONAL LIABILITY INSURANCE. HOSPITAL will, at HOSPITAL's expense carry professional and comprehensive general and liability insurance covering HOSPITAL, its employed personnel and vehicles, in the minimum amount of $1,000,000 per occurrence and $1,000,000 annual aggregate during the term of this Agreement and an appropriate term thereafter. The deductible for the ambulance liability is $1,000 and the deductible for the professional liability is $50,000. Failure to obtain or maintain coverage will be cause for immediate termination of this Agreement.

7.3 INSURANCE COPIES AND CERTIFICATES. HOSPITAL will furnish copies to GOVERNMENTS, if requested by GOVERNMENTS, of each insurance policy and shall furnish copies of all amendments and renewals to each policy so long as this Agreement is in effect. HOSPITAL will additionally cause to be issued by such insurer or insurers a certificate thereof reflecting such coverage and shall instruct and obtain the consent of such insurer or insurers to provide prior written notice to GOVERNMENTS of the cancellation or proposed cancellation thereof for any cause.

GENERAL

8.1 APPLICABLE LAW. This Agreement shall be governed and construed under the laws of the State of Alabama.

8.2 SEVERABILITY. In the event that any of the provisions or portions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, and portions thereof, shall not be affected thereby.

8.3 WAIVER. The failure by either party hereto to act with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of this Agreement, regardless of the non-breaching party's knowledge of such preceding breach at the time of acceptance of such performance.

8.4 ASSIGNMENT. HOSPITAL will not assign or transfer its interest in this Agreement or delegate its duties and responsibilities hereunder without the written consent of the GOVERNMENTS.

8.5 COMPLETE AGREEMENT. This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

8.6 AMENDMENT. This Agreement may be amended at any time upon mutual consent of both GOVERNMENTS and the HOSPITAL, notwithstanding that the failure of either party to concur with an amendment proposed by the other provides no cause for termination of the Agreement before the date of expiration. Furthermore, all amendments must be in writing and signed by both the GOVERNMENTS and the HOSPITAL.

8.7 FORCE MAJEURE. If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by Force Majeure, said parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

8.8 LEGAL FEES. In the event either party elects or incurs legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

8.9 SUPERSEDING OF PRIOR AGREEMENT(S). This Agreement shall supersede any and all other agreements (written and/or oral) between HOSPITAL and GOVERNMENTS relating to Emergency Response, Routine Response, Ambulance Transport Services and Rescue Services.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOTICES

9.1 *NOTICES.* All notices hereunder shall be in writing, delivered personally or by certified or registered postal mails and shall be deemed given when delivered personally or when deposited in the United States Mail, addressed as below and with proper postage affixed.

TO HOSPITAL:

Laura Grill
President
East Alabama Healthcare Authority
2000 Pepperell Parkway
Opelika, Alabama 36802

TO GOVERNMENTS:

LEE COUNTY:
Bill English
Lee County Probate Judge
Lee County Court House
215 South 9th Street
Opelika, Alabama 36801

CITY OF OPELIKA:
Gary Fuller
Mayor of Opelika
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

CITY OF AUBURN:
James C. Buston, III
City Manager
City of Auburn
144 Tichenor Ave., Suite 1
Auburn, Alabama 36830

IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals (two) as of the _________ day of _____________, 2019.

EAST ALABAMA HEALTHCARE AUTHORITY:

____
Laura Grill
President

____
Samuel A. Price, Jr.
Vice President Finance

____
Roben H. Nutter
General Counsel

GOVERNMENTS:

LEE COUNTY:

____
Bill English
Probate Judge

____
Roger Rendleman
County Administrator

CITY OF AUBURN:

____
Ron Anders
Mayor

____
James C. Buston, III
City Manager

CITY OF OPELIKA:

____
Gary Fuller
Mayor

____
R. G. Shuman
City Clerk

RESOLUTION NO. 305-19

Annual appropriation contract FY2020 with Museum of E.A.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Museum of East Alabama, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Museum of East Alabama, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2019.

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

CONTRACT FOR SERVICES

CITY OF OPELIKA	)	THE MUSEUM OF EAST ALABAMA
State of Alabama	)	Post Office Box 3085
Lee County, Alabama	)	Opelika, Alabama 36803-3085

This contract is made and entered into between the City of Opelika, Alabama, a municipal corporation, Hereinafter referred to as "City", a part of the first part, and The Museum of East Alabama, a non-profit corporation, hereinafter referred to as "Museum" as part of the second part.

In consideration of the agreement herein contained, the parties agree as follows:

1) The term of the agreement shall be for a period of one year commencing on: October 1, 2019 and ending September 30, 2020.

   At the end of each year this contract may be renewed by mutual agreement between the parties.

2) Museum agrees to provide the city with the following services:

   (a) To collect any material, equipment or personal property, which will help illustrate the history of East Alabama, including but not limited to its exploration, settlement, and development.
   (b) Preserve the historical records of significant events, which have occurred in the East Alabama area.
   (c) Operate and maintain public facilities in both downtown Opelika and other areas which have been deeded to the Museum of East Alabama for exhibition of historical artifacts of the City and East Alabama.

3) The facilities of the museum shall be open and available to the public during established business hours

4) As compensation for the services rendered herein, the City agrees to pay to the Museum the sum of:

   Twenty Nine Thousand Six Hundred dollars ($29,600), payable in quarterly installments of:
   Seven thousand four hundred dollars ($7,400) each.

5) In the event the museum should dissolve, liquidate or discontinue its operations, the city will accept all properties and exhibits of the Museum and preserve such properties as historical artifacts of the city, and the property of the Museum shall revert back to the City.

6) Not withstanding any of the provisions of this agreement, it is agreed that the city has no financial interest in the business of the Museum and shall not be liable for any debts or obligations incurred by Museum, nor shall the City be deemed to be partner, joint venture, or other wise interested in the assets of the Museum, nor shall Museum at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.

7) Museum in performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or the manner in which the services by Museum, provided for herein, are performed, but on the contrary, Museum shall be wholly responsible therefore.

8) Museum shall not transfer or assign this agreement or license or any or the rights or privileges granted herein without prior written consent of the City.

9) Museum agrees to comply with all local, state and federal laws while performed under this agreement.

10) Museum agrees that it shall not use any of its own funds for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika.

11) Contract for Services between The City of Opelika, Alabama and The Museum of East Alabama RE: Fiscal year 10/01/2019-9/30/2020

12) This agreement supersedes any and all agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless signed in writing by both Parties.

13) Subject to the provision regarding assignment, this Agreement shall be binding on the Successors and assigns of the respective parties.

WITNESS our hands and seals this ____ of ______________ 2019

____
BY: its Mayor, The City of Opelika

____
ATTEST: City Clerk, The City of Opelika

____
Glenn Buxton
Executive Director, Museum of East Alabama

RESOLUTION NO. 306-19

Special appropriation to Chamber Commerce, 20 Under 40 program.

RESOLUTION NO. _________

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and programs that is being provided by the Opelika Chamber of Commerce, and

WHEREAS, the 20 Under 40 program is in need of contributions to assist in funding their program and activities for 2019-2020, and

WHEREAS, Council President pro-tem Patsy Jones Ward 1, Councilwoman Tiffany Pitts Ward 2, Councilman Dozier Smith T Ward 3, Council President Eddie Smith Ward 4 and Councilman David Canon Ward 5 wish to provide a special appropriation to assist in supporting the 2019-2020 Twenty Under Forty class.

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

1. That the City Council approves said request to provide a total of $2,500.00 to the Opelika Chamber of Commerce, 20 Under 40 program.
2. That City Council members wish to provide $2,500.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1. above:

Patricia Jones	Ward 1	Reserve fund.	$500.00
Tiffany Pitts	Ward 2	Reserve fund.	$500.00
Dozier Smith T	Ward 3	Reserve fund.	$500.00
Eddie Smith	Ward 4	Reserve fund.	$500.00
David Canon	Ward 5	Reserve fund.	$500.00

3. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
4. That the Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of $2,500.00 from the various accounts/funds as detailed in No. 2 above to the appropriate account(s).
5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so a check for $2,500.00 can be prepared and delivered

to the Opelika Chamber of Commerce with said funds earmarked for 20 Under 40 program.

ADOPTED and APPROVED this the _______ day of _______________, 2019.

____

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 307-19

Special appropriation to Arts Assoc. of East Alabama for 2020 Songwriters Festival.

RESOLUTION NO. ________

WHEREAS, the Mayor of Opelika and the City Council fully supports the various programs provided by the Arts Association of East Alabama (AAEA), and

WHEREAS, AAEA is now in need of additional funds to assist with the expenses in providing the annual Opelika Songwriters Festival in March 2020, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilwoman Tiffany Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each wishes to appropriate $500.00 each from their respective discretionary funds, to assist with funding the Songwriters Festival.

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 total special appropriation of $2,500.00 to the Arts Assoc. of East Alabama to assist in funding the Songwriters Festival.
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 and approves the attached Funding Agreement.
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	$ 500.00
Tiffany Pitts	Ward 2	Reserve fund	$ 500.00
Dozier Smith T	Ward 3	Reserve fund	$ 500.00
Eddie Smith	Ward 4	Reserve fund	$ 500.00
David Canon	Ward 5	Reserve fund	$ 500.00

4. The Mayor and the Controller is also hereby authorized and directed to make the appropriate budget adjustments for an additional $2,500.00 with these funds

coming from the Unassigned Fund Balance.

5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for $2,500.00 payable to the Arts Association of East Alabama can be prepared and delivered with said funds being earmarked and designated for the 2020 Songwriters Festival.

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

____

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 308-19

Special appropriation to Southern Union State Community Foundation.

RESOLUTION NO. _____________

RESOLUTION APPROVING SPECIAL APPROPRIATION TO SOUTHERN UNION STATE COMMUNITY COLLEGE FOUNDATION

WHEREAS, Southern Union State Community College Foundation (the “Foundation”) is a 501(c)(3) charitable organization; and

WHEREAS, the Foundation is the fundraising arm of Southern Union State Community College (“SUSCC”); and

WHEREAS, the Foundation promotes and supports the programs and activities of the SUSCC; and

WHEREAS, SUSCC is an open admission, public two-year college and a member of the Alabama Community College System; and

WHEREAS, SUSCC is an integral part of the educational landscape of the City of Opelika (the “City”); and

WHEREAS, SUSCC is vital to the economic development of the City and the surrounding area; and

WHEREAS, the Foundation has requested funding from the City to promote the programs and activities of SUSCC;

WHEREAS, the City Council desires to approve a special appropriation in the amount of $1,500.00 to assist the Foundation in promoting the programs and activities of SUSCC.

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

1. That there is hereby approved a special appropriation to the Foundation to promote the college's programs and activities at the Opelika campus of SUSCC.

2. That said appropriation shall be used exclusively for programs and activities at the Opelika campus.

3. That said appropriation shall be paid from the Discretionary Funds of the City Council members as follows:

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

4. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose.

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

6. That the City Clerk/Treasurer is directed to prepare the appropriate documents so that a check in the amount of $1,500.00 can be issued payable to Southern Union State Community College Foundation.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

RESOLUTION NO. 309-19

Project Agremeent with ALDOT for Bike/Ped Masterplan

RESOLUTION NO. _____________

RESOLUTION APPROVING SPECIAL PROJECT AGREEMENT

BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA FOR A BICYCLE AND PEDESTRIAN PLAN

WHEREAS, the State of Alabama, acting by and through The Alabama Department of Transportation (the "State"), and the City of Opelika, Alabama (the "City") desire to cooperate in the development of a Bicycle and Pedestrian Plan for the City of Opelika (the "Project"); and

WHEREAS, the cost of the Project will include eighty percent (80%) federal planning funds and twenty percent (20%) local matching funds; and

WHEREAS, the estimated cost of participation by the City is $30,000; and

WHEREAS, a proposed Special Project Agreement (the "Agreement") between the State and the City 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 Special Project Agreement between the State and the City, a copy of which is attached hereto and marked 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 to execute and deliver said Agreement in the name and on behalf of the City and to carry out fully the transactions contemplated therein on behalf of the City. The City Clerk is authorized to attest said Agreement and to affix the seal of the City thereto.

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 agreements, 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 Preliminary Engineering and Construction Agreements.

4. That all costs incurred by the City under and pursuant to said Agreement shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That this Resolution shall take effect upon its passage and adoption by the City Council and such Resolution shall be kept on file in the office of the City Clerk.

ADOPTED AND APPROVED this the ______ day of ______________________, 2019.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

CITY CLERK'S CERTIFICATE

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 1st day of October, 2019, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the _______ day of __________, 2019.

____

CITY CLERK

CITY OF OPELIKA, ALABAMA

SPECIAL PROJECT AGREEMENT FOR A FEDERAL AID PROJECT

BETWEEN THE STATE OF ALABAMA AND CITY OF OPELIKA Lee County

Bicycle and Pedestrian Plan

Project No. PL-0011(034)
CPMS Ref# 100070610

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Opelika, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the Bicycle and Pedestrian Plan for the City of Opelika; Project# PL-0011(034); CPMS Ref# 100070610.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal PL Funds or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal PL Funds	$ 120,000.00
City Funds	$ 30,000.00

TOTAL	$ 150,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will perform studies related to the Bicycle and Pedestrian Plan with CITY forces or with a consultant approved by the STATE. Studies for the Bicycle and Pedestrian Plan, known as a Special Project, will be an eligible cost as part of this Agreement.

B. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

C. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost as part of this Agreement.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

D. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

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

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

E. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost as part of this Agreement.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

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

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

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

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

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

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

ATTEST:

City of Opelika, Alabama

By: ______________________________ By: ______________________________

City Clerk (Signature) As Mayor (Signature)

______________________________ ______________________________

Type Name of Clerk Type Name of Mayor

(AFFIX SEAL)

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

By: ______________________________

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

______________________________ ______________________________

Steven C. Graben, P.E. D.E. (Ed) Phillips, P.E.

Southeast Region Engineer State Local Transportation Engineer

____

Don T. Arkle, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _______________, 20_____.

____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER______________________

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Bicycle and Pedestrian Plan for the City of Opelika; Project# PL-0011(034); CPMS Ref# 100070610.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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

I, the undersigned qualified and acting Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the __________day of __________________, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

______________________________ ______________________________

City Clerk Mayor

_______day of ______________________, 20_______, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_________day of ____________________, 20_______ .

____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **<u>Nondiscrimination</u>**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **<u>Solicitations</u>**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **<u>Information and Reports</u>**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: ______________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________
CHIEF ENGINEER

APPROVAL: ______________________ November 1, 2017
TRANSPORTATION DIRECTOR DATE

1-20

Rev. 10/2017

RESOLUTION NO. 310-19

Special appropriation to P&R Sportsplex for annual Health Fair

RESOLUTION NO. _________

WHEREAS, the Opelika City Council fully supports the Opelika Park & Recreation department in providing a Health Fair in 2019 in conjunction with the AU School of Nursing at the Opelika Sportsplex; and

WHEREAS, the Park and Recreation department will be hosting said event and is in need of additional funds in covering the expenses involved in providing a Health Fair to the citizens of Opelika; and

WHEREAS, all five Council members have agreed to contribute $600.00 from their respective discretionary current year account or reserve fund.

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

Alabama, a municipal corporation, as follows:

1. That the City Council approves said request to provide a total of $3,000.00 to the Park and Recreation department to assist in covering the various expenses in hosting a Health Fair for the Opelika citizens.

2. That City Council members wish to provide $600.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Reserve fund.	$600.00
Tiffany Pitts	Ward 2	Reserve fund.	$600.00
Dozier Smith T	Ward 3	Reserve fund.	$600.00
Eddie Smith	Ward 4	Reserve fund.	$600.00
David Canon	Ward 5	Reserve fund.	$600.00

3. That the City Council hereby declares and determines that the expenditure of these

   public funds will serve a public purpose for the City of Opelika.

4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of $3,000.00 from the specific fund or account as

designated in No. 2 above to the appropriate account in the Park & Recreation current year budget.

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

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 - Treasurer

RESOLUTION NO. 311-19

Loan to OIDA to purchse land for a new Technology Park.

RESOLUTION NO. ____________

RESOLUTION APPROVING LOAN TO

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

WHEREAS, Opelika Industrial Development Authority ("OIDA") is a public corporation organized under Ala. Code §11-92A-1, et seq.; and

WHEREAS, OIDA has the power to acquire real property for the purpose of establishing and improving industrial parks or industrial sites; and

WHEREAS, OIDA has been engaged in discussions with a landowner concerning the purchase of land by OIDA for the development of a new technology park; and

WHEREAS, Alabama municipalities may make loans to industrial development authorities for the purpose of acquiring and developing industrial parks or industrial sites; and

WHEREAS, the City of Opelika (the "City") has agreed to provide a loan to OIDA in the amount of $2,990,000 for the purpose of acquiring land to develop a new technology park.

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

1. That the City issue a loan to OIDA in the principal amount of $2,990,000 together with interest accruing on the unpaid balance at the rate of 2% per annum. OIDA shall make 11 annual principal installments of $250,000 and accrued interest and one final annual installment of all remaining principal and interest (a total of 12 annual installments of principal and interest). The Mayor and the Controller are hereby authorized and directed to transfer the loan proceeds in the above amount to OIDA from the Unassigned Fund Balance.

2. That the loan proceeds provided to OIDA shall be used solely by the OIDA to purchase land for a new technology park. OIDA expects and intends to sell and convey lots in the technology park to various industrial and manufacturing prospects. The net sales proceeds derived by OIDA from the sale of lots in the technology park shall be applied to the outstanding principal balance of the loan.

3. That the Mayor is hereby authorized to execute and deliver all loan documents in the name of the City necessary to give effect to this Resolution. The City Clerk is authorized to attest said documents and to affix the seal of the City thereto.

4. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries necessary to implement this Resolution.

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

6. The obligation of OIDA to pay annual installments of principal and interest pursuant to Section 1 of this resolution is subject to receipt of sufficient income each year to satisfy the amount of each installment from the sale by OIDA of lots in the new technology park. The City agrees to forgive all or any portion of any annual installment to the extent that annual income received by OIDA for such year from the sale of lots in the technology park is insufficient to pay the entire amount of said annual installment. It is the intent of the City Council that only monies received by OIDA from the sale of lots in the technology park shall be used to repay the outstanding balance of the loan.

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

RESOLUTION NO. 312-19

Expense report from Guy Gunter.

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
-----------------------	-------------------	------------
Guy Gunter	City Attorney	1,067.19

) 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

ORDINANCE NO. 022-19-ORD

Amend Zoning Ord & Map: 1600 Toomer Street R3 to I1 - 2nd Reading.

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

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

From a R-3 District (Low Density Residential District) to an I-1 District (Institutional District), the parcel of land hereinafter described:

From the Northwest Corner of Section 18, Township 19 North, Range 27 East; run thence South 2, 704.27 feet to a point; run thence East 2,762.26 feet to a point located at the intersection of the Southeast margin of a 30 foot wide drainage easement and the Southerly margin of Carver Avenue, which point of Intersection is the POINT OF BEGINNING of the parcel of land herein described and conveyed: FROM SAID POINT OF BEGINNING run thence South 60° 54' 0" East along the South margin of the right-of-way of Carver Avenue for 69.80 feet to the point of intersection of the South margin of Carver Avenue and the West margin of the right-of-way of Toomer Street; run thence in a Southerly direction along the West margin of the right-of-way of Toomer Street along a curve bearing a radius of 321.90 feet for a distance of 114.41 feet; continue thence South 06° 01' 32" East along the West margin of the right-of-way of Toomer Street for 72.30 feet; thence run North 82° 01’ 00" West for 206.60 feet; thence run North 00° 46' 34" East for 41.86 feet to a point on the Southeast margin of a 30 foot wide drainage easement; run thence. North 44° 0' 57" East. along the Southeast margin of said drainage easement for 206.91 feet to the point of beginning containing 0.668 acres

The above-described property is located at 1600 Toomer Street, Opelika, Alabama.

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

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

ADOPTED AND APPROVED this the _____day of ____________________, 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

ORDINANCE NO. (ID # 3732)

Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 1st Reading.

ORDINANCE NO.__________

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 3.5 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA RELATING TO GAME ROOMS

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

Section 1. **Amendment to Section 3.5-16**. That Section 3.5-16 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 3.5-16 Definitions

Wherever used in this article, the following words and phrases shall have the meanings herein specifically ascribed to them:

(a) *Amusement device:* Any machine or device of any description operated by the public generally for use as a game or amusement, whether or not registering a score, and whether its operation demands skill or chance or both. For the purpose of this article, an *amusement device* shall include, but shall not be limited to, the following: Pinball machines, pool, billiards, coin-operated bowling machines, video games, electronic amusement devices, video booths, games played with any number of balls, having holes, pockets, cups, or electronically activated devices, electrical impulse games, cathode games, console machines, crane machines, claw machines, pusher machines, novelty arcade games, foosball or table soccer machines, miniature racetrack, football or golf machines, target or shooting gallery machines, basketball machines, skee-ball machines, air hockey machines, trivia machines, simulator games, virtual reality machines, maze games, laser games, racing games and other similar amusement devices which can be legally operated in Alabama. The definition of *amusement device* shall not include juke boxes, soft drink machines, cigarette machines or other vending machines.

(b) *Game room:* Any place or business where five (5) or more amusement devices are kept for the use and entertainment of the public and where either the gross receipts from the operation of said amusement devices constitute more than fifty (50) per cent of the gross receipts of the business or more than fifty (50) per cent of the floor space of the public area of the premises is devoted to the operation of amusement devices.

(c) *Person:* Every natural person, association, corporation, or business entity.

Section 2. **Amendment to Section 3.5-22.** That Section 3.5-22 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 3.5-22. - Minimum requirements.

(a) No licensee, proprietor, manager or employee of a game room shall permit:

(1) Any gambling on the licensed premises, and no monetary or tangible awards shall be offered in connection with the operation of any amusement device located on such licensed premises.

(2) Any minor under the age of fifteen (15) years to operate an amusement device between the hours of 5:00 a.m. to 3:00 p.m. on days when said minor is required to be in regular school attendance.

(3) Any screen, curtain, blind, partition or other obstruction between the entrance or room where amusement devices are played and the back or rear wall of such game room and a clear view of the entire interior from the entrance to the rear of such room must be maintained at all times. No partitions forming rooms, stalls, or other enclosures where the public congregate shall be permitted.

(b) A licensed game room shall:

(1) Be closed to the public between the hours of 2:00 a.m. and 6:00 a.m. each morning and the licensee, proprietor or manager shall not permit any person to remain in such game room between such hours, except regular employees performing necessary labor within the premises.

(2) Meet the requirements of the fire, zoning, sanitary, electrical, building and plumbing codes of the city.

(3) Maintain lighting at a minimum intensity of twenty-five (25) footcandles.

(4) Be kept in a clean, healthful and sanitary condition at all times.

(c) If the licensee shall permit billiards to be played for which a charge is made, the minimum requirements as provided in Chapter 23 of the Code shall apply in addition to the applicable requirements of this article.

(d) An owner, proprietor, manager or employee of a game room or other person exercising control over a game room, a portion of a game room, or an operational amusement device shall provide police officers with immediate unrestricted access during business hours to all areas of the game room and to all operational amusement devices located in the game room.

Section 3. **Full Force and Effect**. With the exception of the amendments made herein, all other sections and portions of Chapter 3.5 of the Code shall remain in full force and effect, notwithstanding the foregoing amendments.

Section 4. **Severability.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of any competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 5. **Effective Date.** This ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 6. **Codification.** Sections 3.5-16 and 3.5-22, as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 7. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper of general circulation in the City of Opelika, 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 this the _____day of _____________________, 2019.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2019.

____

MAYOR

ATTEST:

____

CITY CLERK

ORDINANCE NO. (ID # 3731)

Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 1st Reading.

ORDINANCE NO.__________

AN ORDINANCE AMENDING SECTION 23-2 OF THE

***CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA,**

EXTENDING HOURS OF OPERATION OF BILLIARD ROOMS

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

Section 1. **Amendment.** That Section 23-2 of the *Code of Ordinances* (the "Code") of the City of Opelika, Alabama, is hereby amended to read as follows:

Sec. 23-2 Hours of Operation

It shall be unlawful for any person to operate a billiard room between the hours of 2:00 a.m. and 6:00 a.m. or to harbor or permit any person to remain in such billiard room between such hours, except regular employees performing necessary labor within the premises.

Section 2. **Full Force and Effect.** With the exception of the amendment made herein, all other sections and portions of Chapter 23 of the Code shall remain in full force and effect.

Section 3. **Severability Clause.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 4. **Effective Date**. This ordinance shall become effective and enforced immediately upon its passage and publication as required by law. Section 23-2, as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 5. **Publication**. The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _________________, 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