



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
November 5, 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.

President Smith then read a letter from Bob Shuman, City Clerk, announcing his retirement from the City effective March 1, 2020 after almost 32 years of service to the City of Opelika.

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

3. Invocation

Pastor Herbert Slaughter, Jr. gave the invocation.

1. Herbert Slaughter, interim Pastor with Mt. Zion Baptist Church and Associate Pastor with Greater Peace Baptist Church.

4. Pledge of Allegiance

Jaden and Dakota lead the Pledge of Allegiance.

1. Jaden Black and Dakota Bolan from Carver Primary School.

5. Reading of Minutes

1. Minutes from the 10-15-19 City Council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller announce the City would be celebrating Veterans Day on Monday, November 11th at 10am in front of City Hall and everyone is invited.

Mayor Fuller also reminded everyone that there would be no garbage pickup on Monday, November 11th.

1. City financial statements - September 2019.
Mayor Fuller distributed copies of the City's financial summary report for September 2019.

8. Citizen Communications

(Limit comments to five minutes or less)

Prior to Citizen Communications, President Smith called on Jennifer Morgan so she could make an announcement. Jennifer stated that "The Little Red Dress Soiree, sponsored by BMW of

Montgomery, Alabama will be held on November 14th at 7pm. Over 30 women of East Alabama will be honored at this event including Patricia A. Jones, City Council President pro-tem Ward 1 for the City of Opelika, who will be receiving "The Lifetime Achievement Award".

President Smith then asked Mr. Shuman to announce Citizen Communication. Mr. Shuman then advised those present, if they are here for the public hearing, this is not the time to speak. Mr. Shuman also stated if you speak, please limit your comments to five minutes or less and please sign the sheet in the back of the room prior to leaving. No one came forward to speak so President Smith closed Citizen Communication.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for temporary street closure, Chamber Sno-pelika event on Dec. 4th.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Public Hearing - Weed Abatement Assessment - 814 Donald Ave

Mr. Shuman announced the public hearing for a weed assessment in the amount of \$164.59 against said property. President Smith opened the public hearing asking 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.

12. Awarding of Bids

1. Bids 340-19 Robotic Total Station - ENG

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Bids 341-19 Three (3) 2020 SUV Equal to Chevy Tahoe - PD

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Bids 342-19 Transformer Repair - OPS

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

13. Resolutions

1. Resolution 343-19 Designate City Personal Property Surplus & Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Resolution 344-19 Weed Abatement Assessment - 814 Donald Ave

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Resolution 345-19 Emergency Repairs - Ladder Truck - FD
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 346-19 Purchase - One (1) 2020 Chevy Tahoe - State Contract #T191L - PD
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 347-19 Purchase - ERP Software and Hardware - Sole Source - IT
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 348-19 Purchase - Camera Storage Upgrade - NATL IPA Contract #2018011-01 - IT
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 349-19 Agreement, Professional Services with Kucera, aerial photography - IT
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 350-19 Agreement to fund Super 7 Football Championship.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 351-19 Refund to OCS per Refunding Agreement.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 352-19 Issuance of G.O. refunfing warrants, Series 2019.

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

11. Resolution 353-19 Appropriation contract FY2020, Employer's Child Care Alliance.

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

12. Resolution 354-19 Appropriation contract for FY2020, Arts Assoc. of East Alabama.

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

13. Resolution 355-19 Special appropriation to Chamber of Commerce, Lee Co. Young Leaders.

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

14. Ordinances

15. Appointments

16. Adjourn

The City Council meeting minutes of November 5, 2019 are hereby adopted and approved this the 18th day of November, 2019.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Character Trait of the Month - Gratitude, the feeling of being thankful or grateful.
2. Motion to adjourn.

The city council meeting ended at 7:29pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 3801)

Meeting: 11/05/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 3801

Minutes from the 10-15-19 City Council meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

October 15, 2019

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Mr. Lunsford provided the invocation.

1. Kevin Lunsford from the Trinity United Methodist Church and representing Lee County Ministers Alliance.

4. Pledge of Allegiance

Councilman Dozier Smith T lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 10-01-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

1. September 2019 Building Inspections Montly Bldg Rpt

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the September and YTD building inspection report.

2. Presentation of resoluition honoring J. Miles Thomas.

Mayor Fuller presented a resolution to Ken Thomas honoring the life of J. Miles Thomas.

3. KOB - Yard of the Year awards.

Mayor Fuller and Tipi Miller, Executive Director of Keep Opelika Beautiful, presented the Yard of the Year awards to the home owner in each City Ward.

4. Employee service awards for various departments.

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

Mayor Fuller also asked President Smith to draw a City employees name from a basket to determine who won the annual Safety Award grand prizes for 1st, 2nd and 3rd place.

8. Citizen Communications

(Limit comments to five minutes or less)

Victor Harris asked if the City had made a decision on waiving building/construction fees for the Curtis House. President Smith said a resolution is on the agenda tonight and it is resolution number 24 on the council meeting agenda.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request temporary street closure for Veterans Day celebration on 11-11-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Request temporary street closure for LRCOG Mardi Gras walk/run on 2-08-20.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

3. Request by Cyberzone Db a Cyberzone Entertainment Center, Wine and Beer on Premise License.

This request was initially skipped so that ordinance no. 1 on the council meeting agenda could be approved first. The city council came back to this request and voted after said ordinance was approved.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

4. Public Hearing Weed Abatement Assessment - 514 Old Columbus Rd.

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$605.59. 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 this public hearing.

5. Public Hearing Weed Abatement Assessment - 1013 Randolph St.

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$488.34. 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 this public hearing.

6. Public Hearing for Demolition - 509 1St Avenue

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.

7. Public Hearing for Demolition - 1113 Lake Street

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.

8. Vacate Right-Of-Way - North Portion of Waverly Parkway

Mr. Shuman presented this public hearing to vacate a portion of Right-of-Way on Waverly Parkway. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of Right-of-Way. No one came forward to speak. President Smith closed this public hearing.

12. Awarding of Bids

1. Bids 313-19 Emergency Debris Removal - PW
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolutions

1. Resolution 314-19 Resolution honoring J. Miles Thomas.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
2. Resolution 315-19 Expense reports from various departments.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Resolution 316-19 Designate City Personal Property as Surplus & Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 317-19 Purchase - One (1) 2020 Chevrolet Tahoe - State Contract - PD
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 318-19 Purchase - Microsoft Software - State Contract - IT
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 319-19 Refund of Sewer Assessment Fees
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 320-19 Weed Abatement Assessment - 514 Old Columbus Rd.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 321-19 Weed Abatement Assessment - 1013 Randolph St.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 322-19 Resolution for Demolition - 509 1st Avenue
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 323-19 Resolution for Demolition - 1113 Lake Street
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 324-19 Vacate Right-Of-Way - North Portion of Waverly Parkway
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 325-19 MOU with East Alabama Health Care Authority - Mobile Health Clinic.
RESULT: APPROVED [4 TO 0]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSTAIN: Dozier Smith T
13. Resolution 326-19 OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 327-19 OPS new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 328-19 Appropriation contract FY2020, Ala. Cooperative Extension.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 329-19 Appropriation contract FY2020, Christian Care Ministries.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 330-19 Appropriation contract FY2020, Valley Haven School.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 331-19 Appropriation contract FY2020, EASE.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 332-19 Appropriation contract FY2020, Envision.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 333-19 Appropriation contract FY2020, J. W. Darden.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 334-19 Appropriation contract FY2020, Downtown Redevelopment Authority.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 335-19 Appropriation contract FY2020, Domestic Violence Intervention Center.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 336-19 Special appropriation for Main Street, Christmas in a Railroad Town.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 337-19 Waive building & construction fees, The Curtis House.

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

25. Resolution 338-19 First Addendum to Carehere Management Services Agreement.

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

26. Resolution 339-19 Appopriation contract FY2020, OIDA.

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

14. Ordinances

1. Ordinance 023-19-ORD Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 2nd Reading.

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

2. Ordinance 024-19-ORD Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 2nd Reading.

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

3. Ordinance 025-19-ORD Amendments to the City's Personnel Policies and Procedures Manual.

This ordinance was introduced by Mr. Smith T. Then Mr. Canon 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: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

1. Reappoint Chris Duncan to the Special Care Facilities Financing Board. New term expires 11-12-25.

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

2. Appointment to the Lee County Youth Development Board. New term ends 10-01-23.

President Smith opened the nominations for this appointment. Ms. Jones nominated the Reverend James Q. Smith Sr. for appointment to said board. President Smith asked if there were any other nominations. With no other nominations, President Smith closed the nominations.

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

16. Adjourn

The City Council meeting minutes of October 15, 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 - Responsibility, the state of being accountable for something.
2. Motion to adjourn.

This city council meeting ended at 7:51pm.

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/05/19 07:00 PM
Department: City Clerk
Category: Financial Statements
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 3816)

DOC ID: 3816

City financial statements - September 2019.

COMMENTS - Current Meeting:

Mayor Fuller distributed copies of the City's financial summary report for September 2019.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 September 30, 2019
**Thousands of dollars*

Governmental Funds

	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
ASSETS										
Cash	\$ 34,306	\$ 12,589	\$ 37	\$ 1,302	\$ -	\$ 3,714	\$ 35,219	\$ -	\$ -	\$ 87,167
Certificates of deposit	21,987	5,000	-	-	-	-	8,508	-	-	35,495
Receivables:										
Accounts and unbilled service	-	-	-	283	-	-	5,413	-	-	5,696
Taxes	6,817	8,054	-	-	-	-	-	-	-	14,871
Licenses and fees	2,822	-	-	-	-	-	-	-	-	2,822
Assessments	155	-	-	-	-	-	-	-	-	155
Interest	209	56	-	-	3	-	60	-	-	328
Other	130	755	-	-	-	(9)	-	-	-	876
Due from other funds	478	-	-	-	4	82	9,547	-	-	10,111
Due from other governments	23	440	-	174	-	-	1,031	-	-	1,668
Inventories of supplies, at cost	98	-	-	-	-	-	992	-	-	1,090
Prepaid expenses	323	-	-	-	-	-	-	-	-	323
Investments	-	16	-	-	1,179	-	-	-	-	1,195
Investments with fiscal agent	-	-	479	-	-	-	2,424	-	-	2,903
Capital assets:										
Land	-	-	-	-	-	-	2,462	10,308	-	12,770
Buildings	-	-	-	-	-	-	13,666	46,155	-	59,821
Equipment	-	-	-	-	-	-	11,908	21,585	-	33,493
Utility systems	-	-	-	-	-	-	115,276	-	-	115,276
Infrastructure	-	-	-	-	-	-	-	115,334	-	115,334
Construction in progress	-	-	-	-	-	-	138	17,827	-	17,965
Total capital assets	-	-	-	-	-	-	143,450	211,209	-	354,659
Less: accumulated depreciation	-	-	-	-	-	-	(68,937)	(61,898)	-	(130,835)
Capital assets, net	-	-	-	-	-	-	74,513	149,311	-	223,824
Deposits	-	69	-	-	-	19	2	-	-	90
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	85,476	85,476
Total assets	67,348	26,979	516	1,759	1,186	3,806	137,709	149,311	85,476	474,090

DEFERRED OUTFLOWS OF RESOURCES

Employer retirement contributions	-	-	-	-	-	-	1,201	-	-	1,201
Difference on projected OPEB earnings	-	-	-	-	-	-	8	-	-	8
Bond refunding costs	-	-	-	-	-	-	2,550	-	-	2,550
Total deferred outflows of resources	-	-	-	-	-	-	3,759	-	-	3,759

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 September 30, 2019
**Thousands of dollars*

	Governmental Funds							General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
LIABILITIES																	
Accounts payable	2,842	32	-	-	-	-	-	1	84	8,404	-	-	-	-	-	-	11,363
Interest payable	-	-	-	-	-	-	-	-	-	214	-	-	-	-	-	-	214
Accrued payroll and benefits, due within one year	676	(8)	-	-	-	-	-	-	-	348	-	-	-	-	-	-	1,016
Due to other funds	51	167	-	392	-	-	-	-	-	9,500	-	-	-	-	-	-	10,110
Due to other governments	1	539	-	-	-	-	-	-	-	27	-	-	-	-	-	-	567
Claims and judgements, due within one year	-	-	-	-	-	-	-	-	332	-	-	-	-	-	-	-	332
Bonds payable due within one year	-	-	-	-	-	-	-	-	-	1,980	-	-	-	-	-	-	1,980
Claims and judgements, due in more than one year	-	-	-	-	-	-	-	-	117	-	-	-	-	-	-	-	117
Bonds payable, due in more than one year	-	-	-	-	478	-	-	-	-	31,806	-	-	-	-	-	85,476	117,760
Net pension liability	-	-	-	-	-	-	-	-	-	7,431	-	-	-	-	-	-	7,431
Accrued payroll & benefits, due in more than one year	-	-	-	-	-	-	-	-	-	874	-	-	-	-	-	-	874
Customer deposits held	-	-	-	-	-	-	-	-	-	3,175	-	-	-	-	-	-	3,175
Total liabilities	3,570	730	478	392	1	533	63,759	-	-	-	-	-	-	-	-	85,476	154,939
DEFERRED INFLOWS OF RESOURCES																	
Net difference in earnings on retirement plan	-	-	-	-	-	-	222	-	-	-	-	-	-	-	-	-	222
Net change in OPEB assumptions	-	-	-	-	-	-	32	-	-	-	-	-	-	-	-	-	32
Unearned revenues	3,841	9,388	-	174	-	99	357	-	-	-	-	-	-	-	-	-	13,859
Total deferred inflows of resources	3,841	9,388	-	174	-	99	611	-	-	-	-	-	-	-	-	-	14,113
FUND BALANCES																	
Nonspendable	422	69	-	-	978	-	-	-	-	-	-	-	-	-	-	-	1,469
Restricted	202	3,214	38	1,122	-	291	2,424	-	-	-	-	-	-	-	-	-	7,291
Committed	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58
Assigned	20,600	8,566	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29,166
Unassigned	31,288	5,092	-	1	208	-	-	-	-	-	-	-	-	-	-	-	36,589
Invested in capital assets, net of related debt	-	-	-	-	-	-	43,278	-	-	-	-	-	-	-	-	-	192,589
Unrestricted	-	-	-	-	-	2,644	29,619	-	-	-	-	-	-	-	-	-	32,263
Encumbrances	7,366	(80)	-	71	-	17	(867)	-	-	-	-	-	-	-	-	-	6,507
Total fund balances	\$ 59,936	\$ 16,861	\$ 38	\$ 1,194	\$ 1,186	\$ 2,952	\$ 74,454	\$ 149,311	-	-	-	-	-	-	-	-	\$ 305,932

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups
FYTD September 30, 2019

*Thousands of dollars

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 38,778	\$ 7,938	\$ -	\$ -	\$ -	\$ 46,716
Special assessments	-	-	-	-	-	-
Licenses and permits	17,679	425	-	-	-	18,104
Intergovernmental	925	1,706	-	134	-	2,765
Charges for services	2,195	-	-	-	-	2,195
Fines and forfeits	421	-	-	-	-	421
Grants	35	-	-	-	-	35
Contributions	112	38	-	-	-	150
Investment income	1,056	311	1	19	39	1,426
Miscellaneous	545	-	-	-	-	545
Total revenues	61,746	10,418	1	153	39	72,357
EXPENDITURES:						
General government	6,965	270	-	2	8	7,245
Public safety	16,758	506	-	-	-	17,264
Public works	5,419	17	-	-	-	5,436
Health	369	-	-	-	-	369
Education	3,389	6,995	-	-	-	10,384
Welfare	128	-	-	-	-	128
Culture and recreation	6,305	-	-	-	-	6,305
Economic development	2,049	298	-	-	-	2,347
Capital outlay	17,076	115	-	-	-	17,191
Debt service:						
Principal retirement	680	-	3,450	-	-	4,130
Interest and fees	36	-	3,217	-	-	3,253
Total expenditures	59,174	8,201	6,667	2	8	74,052
Excess of revenues over/(under) expenditures	2,572	2,217	(6,666)	151	31	(1,695)
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	37	-	-	-	-	37
Transfers from other funds	3,019	4,045	6,667	274	30	14,035
Transfers to other funds	(12,344)	(2,592)	-	(431)	(19)	(15,386)
Total other financing sources/(uses)	(9,288)	1,453	6,667	(157)	11	(1,314)
Net change in fund balances	(6,716)	3,670	1	(6)	42	(3,009)
Fund balances, beginning of the year	66,652	13,191	37	1,200	1,144	82,224
Fund balances, end of period	\$ 59,936	\$ 16,861	\$ 38	\$ 1,194	\$ 1,186	\$ 79,215

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
September 30, 2019 Preliminary
**Thousands of dollars*

	Electric FYTD	Telecom FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD	Total
ASSETS							
Current assets:							
Cash	\$ 22,615	\$ 7	\$ 10,627	\$ 1,969	\$ 3,142	\$ 572	\$ 38,932
Certificates of deposit	8,508	-	-	-	-	-	8,508
Receivables and prepaid expenses	4,759	116	321	277	-	(9)	5,464
Due from other funds and governments	9,500	-	1,051	27	-	82	10,660
Inventory	992	-	-	-	-	-	992
Total current assets	46,374	123	11,999	2,273	3,142	645	64,556
Restricted assets:							
Cash and investments with fiscal agent	1,189	1,208	26	-	-	-	2,423
Total restricted assets	1,189	1,208	26	-	-	-	2,423
Net capital assets	43,599	(237)	29,316	2,439	-	-	75,117
Other assets:							
Deposits	-	-	2	-	19	-	21
Total other assets	-	-	2	-	19	-	21
Total assets	91,162	1,094	41,343	4,712	3,161	645	142,117
DEFERRED OUTFLOWS OF RESOURCES							
Retirement contributions	864	-	-	337	-	-	1,201
Difference on projected OPEB earnings	6	-	-	2	-	-	8
Bond refunding costs	2,462	-	89	-	-	-	2,551
Total deferred outflows of resources	3,332	-	89	339	-	-	3,760
Total assets and deferred outflows of resources	\$ 94,494	\$ 1,094	\$ 41,432	\$ 5,051	\$ 3,161	\$ 645	\$ 145,877
LIABILITIES							
Current liabilities:							
Accounts and other payables	\$ 8,729	\$ -	\$ 126	\$ 137	\$ 55	\$ 361	\$ 9,408
Due to electric fund	-	9,500	-	-	-	-	9,500
Due to other funds	-	-	-	-	-	-	-
Bonds payable within one year	1,325	-	655	-	-	-	1,980
Unearned revenue	357	-	-	-	-	99	456
Total current liabilities	10,411	9,500	781	137	55	460	21,344
Noncurrent liabilities:							
Claims and employee benefits due in more than one year	632	-	-	242	117	-	991
Bonds payable, in more than one year, net	27,090	-	4,716	-	-	-	31,806
Net pension liability	5,529	-	-	1,902	-	-	7,431
Customer deposits held	3,010	-	-	165	-	-	3,175
Total noncurrent liabilities	36,261	-	4,716	2,309	117	-	43,403
Total liabilities	46,672	9,500	5,497	2,446	172	460	64,747
DEFERRED INFLOWS OF RESOURCES							
Difference on earnings on OPEB investments	23	-	-	9	-	-	32
Difference on earnings on plan investments	158	-	-	64	-	-	222
Total deferred inflows of resources	181	-	-	73	-	-	254
NET POSITION							
Invested in capital assets, net of related debt	17,646	(237)	24,034	2,439	-	-	43,882
Restricted	1,189	1,208	26	-	209	82	2,714
Unrestricted	28,130	(7,577)	11,585	126	2,780	86	35,130
Encumbrances	676	(1,800)	290	(33)	-	17	(850)
Total net position	47,641	(8,406)	35,935	2,532	2,989	185	80,876
Total liabilities, deferred inflows, and net position	\$ 94,494	\$ 1,094	\$ 41,432	\$ 5,051	\$ 3,161	\$ 645	\$ 145,877

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika

Combined Summary Statement of Revenues, Expenses, and Changes in Net Position

Proprietary and Fiduciary Funds

FYTD September 30, 2019 Preliminary

*Thousands of dollars

	Electric 2019 FYTD	Telecom 2019 FYTD	Sewer 2019 FYTD	Solid Waste 2019 FYTD	Workmen's Comp. 2019 FYTD	Health Insurance 2019 FYTD	Total
Operating Revenues							
Charges for services	\$ 42,522	\$ 605	\$ 4,824	\$ 3,387	\$ 425	\$ 4,220	\$ 55,983
Operating Expenses							
Purchases	28,792	246	-	458	-	-	29,496
Depreciation	2,894	374	1,067	328	-	-	4,663
Personnel services	3,275	(1,373)	2	1,367	-	-	3,271
Other	2,437	206	2,000	420	159	3,985	9,207
Total operating expenses	37,398	(547)	3,069	2,573	159	3,985	46,637
Operating income/(loss)	5,124	1,152	1,755	814	266	235	9,346
Nonoperating Revenues/(Expenses)							
Gain/(Loss) on sale of capital assets	28	5,015	-	(17)	-	-	5,026
Fiber optic line leases	31	-	-	-	-	-	31
Investment income	742	54	134	23	48	2	1,003
Grant income	-	-	74	137	-	-	211
Pole rental	369	-	-	-	-	-	369
Miscellaneous revenues	732	44	11	29	-	-	816
Interest expense and charges	(1,406)	(259)	(249)	-	-	-	(1,914)
Total nonoperating revenues/(expenses)	496	4,854	(30)	172	48	2	5,542
Other Revenues and Transfers In/(Out):							
Capital contributions	1,037	-	4,075	-	-	-	5,112
Transfers from other funds	-	-	-	166	-	-	166
Transfers to other funds	(3,000)	-	-	(167)	-	-	(3,167)
Total other revenues/(expenses)	(1,963)	-	4,075	(1)	-	-	2,111
Net Income/(loss)	3,657	6,006	5,800	985	314	237	16,999
Net position, beginning of year	43,984	(14,412)	30,135	1,547	2,675	(52)	63,877
Net position before encumbrances	47,641	(8,406)	35,935	2,532	2,989	185	80,876
Encumbrances	676	(1,800)	290	(33)	-	-	(867)
Net position, end of period	\$ 46,965	\$ (6,606)	\$ 35,645	\$ 2,565	\$ 2,989	\$ 185	\$ 81,743
Additional Information:							
Cash position at September 30, 2019	\$ 22,615	\$ 7	\$ 10,627	\$ 1,969	\$ 3,142	\$ 572	\$ 38,932
Cash position at September 30, 2018	18,627	2,075	9,450	1,551	2,933	225	34,861
Change in cash	\$ 3,988	\$ (2,068)	\$ 1,177	\$ 418	\$ 209	\$ 347	\$ 4,071

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika
 General Fund Revenue and Expenditure Summary
 Comparison of Actual and Budget to Prior Year
 FYTD September 2019 Preliminary
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Revenues:						
Taxes	\$ 36,964	\$ 38,778	\$ 1,814	\$ 36,743	\$ 38,778	\$ 2,035
Licenses and permits	16,911	17,679	768	17,060	17,679	619
Intergovernmental	646	925	279	685	925	240
Charges for services	1,791	2,195	404	1,893	2,195	302
Fines and forfeits	676	421	(255)	400	421	21
Grants	28	35	7	-	35	35
Contributions	112	112	-	277	112	(165)
Investment income	674	1,056	382	450	1,056	606
Miscellaneous	292	545	253	509	545	36
Total revenues	58,093	61,746	3,653	58,017	61,746	3,729
Expenditures:						
General government	7,220	6,965	(255)	8,137	6,965	1,172
Public safety	14,876	16,758	1,882	18,128	16,758	1,370
Public works	4,229	5,419	1,190	6,069	5,419	650
Culture and recreation	6,157	6,305	148	7,249	6,305	944
Economic development	1,920	2,049	129	2,896	2,049	847
Health	340	369	29	385	369	16
Education	3,006	3,389	383	3,389	3,389	-
Welfare	119	128	9	136	128	8
Capital outlay	6,388	17,076	10,688	27,983	17,076	10,907
Debt service	764	717	(47)	716	717	(1)
Total expenditures	45,019	59,175	14,156	75,088	59,175	15,913
Other financing sources/(uses)						
Sale of capital assets	208	37	(171)	50	37	13
Transfers in	3,013	3,019	6	6,518	3,019	3,499
Transfer out	(9,166)	(12,344)	(3,178)	(11,258)	(12,344)	1,086
Total other financing sources/(uses)	(5,945)	(9,288)	(3,343)	(4,690)	(9,288)	4,598
Net change in fund balance	7,129	(6,717)	(13,846)	(21,761)	(6,717)	15,044
Fund balance, beginning of year	59,375	66,652	7,277	59,375	66,652	(7,277)
Fund balance, year to date	\$ 66,504	\$ 59,935	\$ (6,569)	\$ 37,614	\$ 59,935	\$ 22,321
Less:						
Nonspendable	98	98	-	-	42	(42)
Restricted	70	207	137	-	207	(207)
Committed	57	60	3	-	60	(60)
Assigned	10,786	20,600	9,814	-	20,600	(20,600)
Encumbrances	17,601	7,366	(10,235)	-	7,366	(7,366)
	28,612	28,331	(281)	-	28,275	(28,275)
Unassigned fund balance	37,892	31,604	(6,288)	37,614	31,660	50,596
20% budgeted revenues	11,603	11,603		11,603	11,603	
Available unassigned fund balance	\$ 26,289	\$ 20,001		\$ 26,011	\$ 20,057	

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
FYTD September 2019 Preliminary
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Taxes:						
Sales	\$ 31,933	\$ 33,080	\$ 1,147	\$ 31,700	\$ 33,080	\$ 1,380
Property:						
Property	3,522	4,074	552	3,570	4,074	504
Payments in lieu of taxes	6	6	-	6	6	-
Total property taxes	3,528	4,080	552	3,576	4,080	504
Other						
Gasoline	824	826	2	815	826	11
Cigarette	76	63	(13)	76	63	(13)
Wine and liquor	26	28	2	26	28	2
Rental	576	701	125	550	701	151
Total other taxes	1,502	1,617	115	1,467	1,618	151
Total taxes	36,963	38,777	1,814	36,743	38,777	2,034
Licenses and permits:						
Occupational license	11,490	12,167	677	11,600	12,167	567
Business:						
General	2,869	2,970	101	2,900	2,970	70
Lodging	894	940	46	750	940	190
Franchise fee	567	486	(81)	531	486	(45)
Miscellaneous	278	325	47	350	325	(25)
Total business	4,608	4,721	113	4,531	4,721	190
Telecommunications permits and fees	22	19	(3)	17	19	2
Permits and inspections	781	762	(19)	900	762	(138)
Other	11	11	-	12	11	(1)
Total licenses and permits	16,912	17,680	768	17,060	17,680	620
Intergovernmental:						
Shared county motor vehicle	134	137	3	120	137	17
Shared state:						
Bank excise tax	171	342	171	199	342	143
Business privilege tax	74	75	1	74	75	1
Liquor tax profits	170	144	(26)	158	144	(14)
State asset forfeiture	12	1	(11)	38	1	(37)
Total shared state	427	562	135	469	562	93
Shared federal asset forfeiture	-	140	140	27	140	113
Other	85	86	1	70	86	16
Total intergovernmental	646	925	278	686	925	239
Charges for services:						
General government - other	21	25	4	20	25	5
Public Safety:						
Fire training	9	6	(3)	9	6	(3)
City schools	12	150	138	12	150	138
Auburn University	25	5	(20)	-	5	5
EAMC	108	190	82	151	190	39
Other	7	30	23	15	30	15
Health - Graves and monuments	153	164	11	148	164	16
Public Works - Paving and plan review fees	70	137	67	108	137	29
Culture and Rec - Entry and concession fees	1,385	1,490	105	1,431	1,490	59
Total charges for services	1,790	2,197	407	1,894	2,197	303
Fines and forfeits:						
Municipal Court	393	372	(21)	358	372	14
Red light violations	236	-	(236)	-	-	-
Other	47	50	3	42	50	8
Total fines and forfeits	676	422	(254)	400	422	22
Grant income	28	35	7	-	35	35
Contributions: Mobile Clinic	-	28	28	88	28	(60)
Contributions: Other	112	84	(28)	277	84	(193)
Investment income	674	1,056	382	450	1,056	606
Miscellaneous	292	545	253	509	545	36
Total revenues	58,093	61,749	3,655	58,107	61,749	3,642
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	2,998	3,000	2	3,000	3,000	-
Other transfers	16	19	3	3,518	19	(3,499)
Sale of capital assets	208	37	(171)	50	37	(13)
Total other financing sources	3,222	3,056	(166)	6,568	3,056	(3,512)
Total revenue and other financing sources	\$ 61,315	\$ 64,805	\$ 3,490	\$ 64,675	\$ 64,805	\$ 130

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
FYTD September 2019 Preliminary
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
General government:						
Legislative	\$ 345	\$ 337	\$ (8)	\$ 398	\$ 337	\$ 61
Executive	253	232	(21)	589	232	357
Legal	352	465	113	478	465	13
Administration	638	463	(175)	765	463	302
Accounting	433	519	86	523	519	4
Human resources	413	373	(40)	405	373	32
Information technology	2,552	2,288	(264)	2,554	2,288	266
Revenue	377	399	22	422	399	23
Municipal court	460	374	(86)	384	374	10
Purchasing	227	263	36	269	263	6
Community development	155	215	60	264	215	49
Planning	356	433	77	491	433	58
Other - nondepartmental	659	602	(57)	593	602	(9)
Total general government	7,220	6,963	(257)	8,135	6,963	1,172
Public safety:						
Police	8,785	10,274	1,489	11,293	10,274	1,019
Probation	122	132	10	155	132	23
Fire	5,605	5,991	386	6,319	5,991	328
Other - nondepartmental	364	361	(3)	361	361	-
Total public safety	14,876	16,758	1,882	18,128	16,758	1,370
Public works:						
Streets	1,207	1,347	140	1,391	1,347	44
Engineering	501	672	171	908	672	236
Administration	450	515	65	509	515	(6)
Cemetery	203	220	17	220	220	-
Auto shop	421	559	138	662	559	103
Building maintenance	404	595	191	684	595	89
Inspection	445	507	62	687	507	180
Grounds maintenance	596	1,004	408	1,009	1,004	5
Total public works	4,227	5,419	1,192	6,070	5,419	651
Culture and recreation:						
Parks and recreation	5,216	5,283	67	6,004	5,283	721
Library	843	922	79	1,144	922	222
Other - nondepartmental	98	100	2	101	100	1
Total culture and recreation	6,157	6,305	148	7,249	6,305	944
Economic development:						
Development	313	398	85	563	398	165
Other - nondepartmental	1,607	1,652	45	2,333	1,652	681
Total economic development	1,920	2,050	130	2,896	2,050	846
Health:						
Animal control	66	76	10	80	76	4
Mobile Clinic	-	-	-	-	-	-
Other	274	293	19	305	293	12
Total health	340	369	29	385	369	16
Education	3,006	3,389	383	3,389	3,389	-
Welfare	119	128	9	136	128	8
Capital outlay	6,388	17,076	10,688	27,983	17,076	10,907
Debt service						
Principal retirement	691	680	(11)	680	680	-
Interest and charges	72	36	(36)	36	36	-
Total debt service	763	716	(47)	716	716	-
Total expenditures	45,016	59,173	14,157	75,087	59,173	15,914
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	3,207	3,378	171	3,000	3,378	(378)
Transfers to other funds	5,959	8,965	3,006	8,258	8,965	(707)
Total transfers out	9,166	12,343	3,177	11,258	12,343	(1,085)
Total expenditures and other financing uses	\$ 54,182	\$ 71,516	\$ 17,334	\$ 86,345	\$ 71,516	\$ 14,829

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)

City of Opelika
 Capital Outlay
 Comparison of Actual and Budget to Prior Year
 FYTD September 2019 Preliminary
 *Thousands of dollars

	FYTD Actual			Budget to Actual		
	2018	2019	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Executive	54	-	(54)	-	-	-
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	-	-	-	1,241	-	1,241
Human Resources	-	-	-	-	-	-
Information Technology	328	661	333	841	661	180
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	101	101	202	101	101
Other	50	-	(50)	-	-	-
Total general government	432	762	279	2,082	762	1,421
Public Safety:						
Police	1,903	13,489	11,586	17,031	13,489	3,542
Probation	-	-	-	-	-	-
Fire	1,530	38	(1,492)	319	38	281
Total public safety	3,433	13,527	10,094	17,350	13,527	3,823
Public Works:						
Streets	1,377	1,235	(142)	2,557	1,235	1,322
Engineering	772	704	(68)	4,632	704	3,928
Administration	229	212	(17)	324	212	112
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	2,378	2,151	(227)	7,513	2,151	5,362
Culture and Recreation:						
Parks and Recreation	85	572	487	745	572	173
Library	60	14	(46)	15	14	1
Total culture and recreation	145	586	441	760	586	174
Economic development	-	-	-	-	-	-
Health, Education and Welfare	-	51	51	-	51	(51)
Total General Fund capital outlay expenditures	\$ 6,388	\$ 17,077	\$ 10,689	\$ 27,705	\$ 17,077	\$ 10,628
PROPRIETARY FUNDS						
Electric	2,060	3,431	1,371	7,820	3,431	4,389
Telecommunications	787	38	(749)	2,886	38	2,848
Sewer	139	4,672	4,533	2,137	4,672	(2,535)
Solid Waste	654	562	(92)	604	562	42
Total Proprietary funds	3,640	8,703	5,063	13,447	8,703	4,744
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	-	-	83	-	83
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	63	-	63
2011 Road Construction - Streets - Fred. Rd.	2,513	(112)	(2,625)	594	(112)	706
2011 Road Construction - Street paving	-	-	-	-	-	-
2011 Road Construction - Other	1,860	71	(1,789)	804	71	733
Capital Improvement funds - Other	305	81	(224)	113	20	93
Industrial Road Grant funds - Other	46	32	(14)	32	32	-
Industrial Road Grant funds - Engineering	598	8	(590)	40	8	32
Total Other Governmental funds	5,322	80	(5,242)	1,729	19	1,710
Total City of Opelika Capital Outlay	\$ 15,350	\$ 25,860	\$ 10,510	\$ 42,881	\$ 25,799	\$ 17,082

Attachment: CM 11-05-19, City financial summary report Sept. 2019. (3816 : City financial statements - September 2019.)



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/05/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3810)

DOC ID: 3810

Request for temporary street closure, Chamber Sno-pelika event on Dec. 4th.

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



October 28, 2019

Honorable Gary Fuller, Mayor
City of Opelika
Post Office Box 390
Opelika, AL 36803-0390

Re: 2019 Inaugural Sno-pelika Event

Dear Mayor Fuller:

The Opelika Chamber of Commerce respectfully requests permission from the City of Opelika to block ninth street from Avenue A to Avenue B (in front of the courthouse) in order to host a new event at courthouse square called Sno-pelika. This event will begin at the square with fun activities for all ages and will include a church choir competition. It will then move down to the official tree lighting on Railroad Avenue. The event is slated for December 4th from 5p-8p.

Thank you in advance for your support of this event. If you have any questions, please do not hesitate to contact me at 334.745.4861.

Sincerely,

Pam Powers - Smith
President



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: 10/30/19

NAME OF INDIVIDUAL: Pam Powers-Smith

ADDRESS: _____

ZIP _____

PHONE # 334-745-4861

EMAIL Address psmith@opelikachamber.com

NAME OF ORGANIZATION: Opelika Chamber

ADDRESS: _____

ZIP _____

PHONE # 334-745-4861

REASON FOR REQUEST: for new Sno-pelika event

Information needed:

1. Date of event. **12/4/19**
2. Start and end time. **5-8p**
3. Est. number of participants. **500**
4. Map of route or detailed route description with start/end points.
5. Specific location on route of street barricades if needed.
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event.
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event. **Signs will be inside the square**

Note: If event is to be held in downtown Opelika, your request must first be approved by Opelika Main Street and then the Mayor & City Council.

SIGNED:

NAME (printed):

Pam Powers-Smith

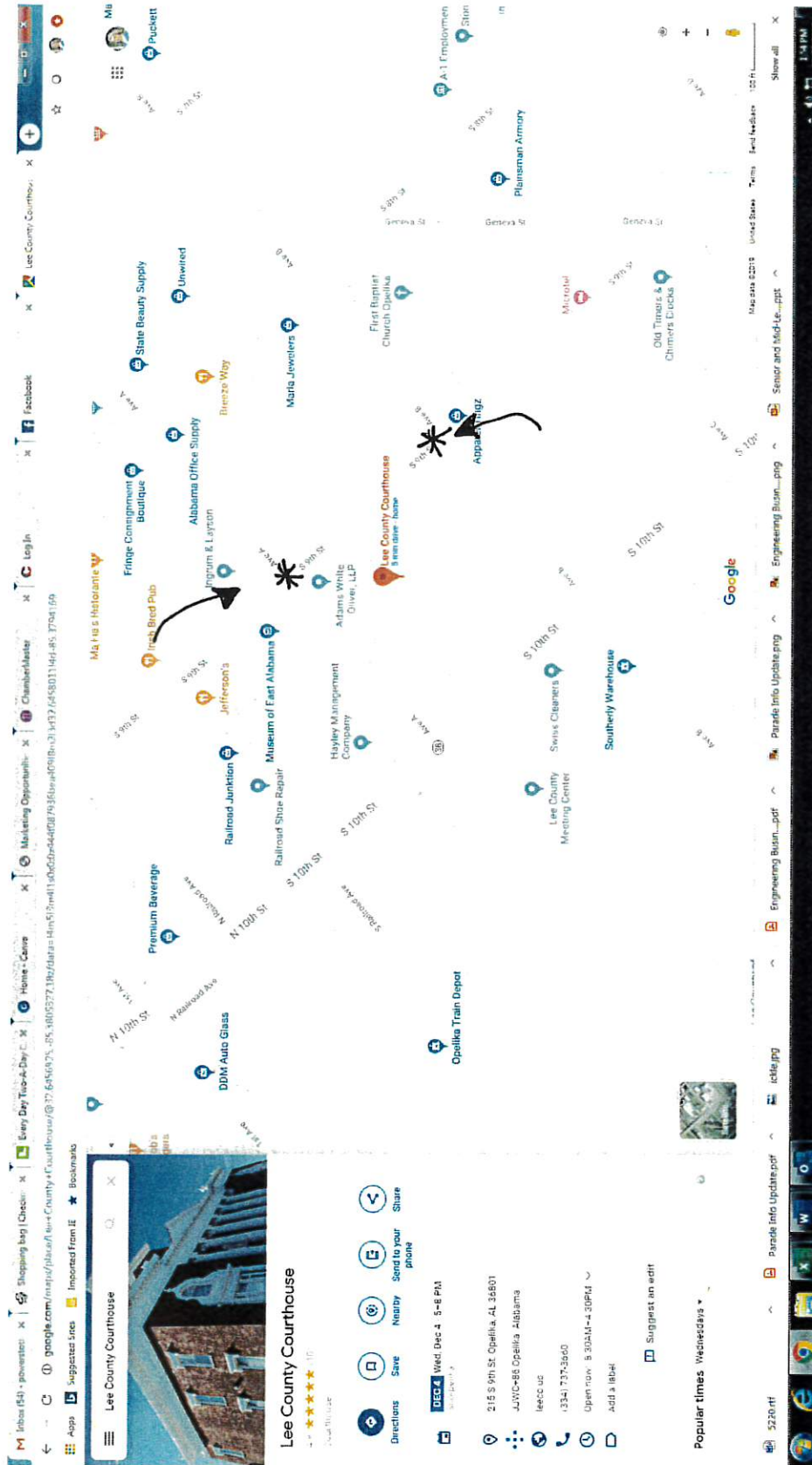
Email completed form & information to:

R. G. "Bob" Shuman
City Clerk - Treasurer
rshuman@opelika-al.gov
334-705-5110

Contacts:

For barricades, call Mike Hilyer at ESG/Public Works: 705-5413

For additional garbage cans or recycling cans, call Terry White at Environmental Services: 705-5480



**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 3790)**

Meeting: 11/05/19 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 3790

Public Hearing - Weed Abatement Assessment - 814 Donald Ave

COMMENTS - Current Meeting:

Mr. Shuman announced the public hearing for a weed assessment in the amount of \$164.59 against said property. President Smith opened the public hearing asking 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.

WEED ABATEMENT INVOICE

**To: Estelle Russaw Estate c/o Bertha Phipps
13636 Santa Rose Dr.
Detroit MI 48238**

October 15, 2019

**Property Address:
814 Donald Ave
Opelika AL 36801
Parcel # 10-04-18-2-002-149.000**

On September 20, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	<u>151.25</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>164.59</u>

Attachment: WEED INVOICE 814 Donald Ave (3790 : Public Hearing - Weed Abatement Assessment - 814 Donald Ave)

To: **Estelle Russaw Estate c/o Bertha Phipps**
13636 Santa Rose Dr.
Detroit Mi. 48238

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 814 Donald Ave, Parcel 10-04-18-2-002-149.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 814 Donald Ave, Parcel No. 149.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$164.59.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 5th day of November, 2019.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 15th day of October 15, 2019.

 Jerry Bush
 Code Compliance Officer

Cc: Joey Motley – City Administrator
 Lillie Finley – Purchasing-Revenue Manager
 Guy. F. Gunter, III – City Attorney



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 340-19

Meeting: 11/05/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3813

Robotic Total Station - ENG

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a Robotic Total Station for the Engineering Department; and

WHEREAS, Earl Dudley, Inc. submitted the sole bid meeting specifications; and

WHEREAS, the City will receive a trade-in credit in the amount of \$4,059.00 for the surplus robotic station with accessories; and

WHEREAS, the balance of \$21,400.00 will come from Capital Outlay;

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

1. That the purchase be awarded to Earl Dudley, Inc. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Earl Dudley, Inc. in the amount of \$21,400.00.
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

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #19044 – We are asking the Council to approve a purchase for a Robotic Total Station

FACTS:

- Bid opening date – 10/28/19
- User Department – Engineering
- The bid was mailed to 11 vendors
- 1 bid was received
- Bid tabulation sheet attached
- Trade-in credit for \$4,059.00 to be received

RECOMMENDATION:

- **Recommend the contract be awarded to Earl Dudley, Inc. on their sole bid meeting specifications in the amount of \$21,400.00.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 341-19

Meeting: 11/05/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3812

Three (3) 2020 SUV Equal to Chevy Tahoe - PD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for three (3) 2020 SUV Equal to Chevy Tahoe for the Police Department; and

WHEREAS, Donohoo Chevrolet, LLC submitted the lowest bid in the amount of \$97,690.35; 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, LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet, LLC in the total amount of \$97,690.35.
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

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

FACT SHEET

SUBJECT: Sealed Bid #19043 – We are asking the Council to approve a purchase of Three (3) 2020 SUV Equal to Chevy Tahoe

FACTS:

- Bid opening date – 10/28/19
- User Department – Police
- The bid was mailed to 14 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Donohoo Chevrolet, LLC on their low bid meeting specifications in the total amount of \$97,690.35.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 342-19

Meeting: 11/05/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3814

Transformer Repair - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract for Transformer Repair for Opelika Power Services; and

WHEREAS, Solomon Corporation is the lowest responsible bidder meeting specifications; and

WHEREAS, this is a budgeted contract from the R & M System fund;

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

1. That the contract be awarded to Solomon Corporation on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Solomon Corporation 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

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

FACT SHEET

SUBJECT: Sealed Bid #19041 – We are asking the Council to approve a contract for Transformer Repair

FACTS:

- Bid opening date – 10/28/19
- User departments – Power Services
- The bid was mailed to 8 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Solomon Corporation on their low bid meeting specifications on an as needed basis.**

BID# 19041 DATE: 10/28/19 DEPT: POWER SERVICES									8 VENDOR	12.3.a
DESCRIPTION: TRANSFORMER REPAIR									2 BIDS RECEIVED	
	POLE MOUNTS									
	ITEM #1: 5 KVA TRANSFORMER				ITEM #5: 37.5 KVA TRANSFORMER					
	ITEM #2: 10 KVA TRANSFORMER									
	ITEM #3: 15 KVA TRANSFORMER									
	ITEM #4: 25 KVA TRANSFORMER									
	ITEM #1		ITEM #2		ITEM #3		ITEM #4		ITEM #5	
VENDOR NAME	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLA
EMERALD TRANSFORMER INC	\$ 296.70	\$ 612.70	\$ 305.70	\$ 622.00	\$ 342.50	\$ 738.00	\$ 397.25	\$ 925.00	\$ 433.10	\$1,079
FLORIDA TRANSFORMER INC										
GRESKO/CAPSTONE UT SUPP										
MAYER ELECTRIC SUPP CO										
POWER PRO-TECH SVCS										
SOLOMON CORP	\$300.00	\$ 410.00	\$307.00	\$ 450.00	\$ 337.00	\$ 506.00	\$ 391.00	\$ 596.00	\$ 528.00	\$811.
STUART C IRBY CO										
SUBSTATION SVC CO INC										
	POLE MOUNTS									
	ITEM #6: 50 KVA TRANSFORMER									
	ITEM #7: 75 KVA TRANSFORMER									
	ITEM #8: 100 KVA TRANSFORMER									
	ITEM #9: 167 KVA TRANSFORMER									
	ITEM #6		ITEM #7		ITEM #8		ITEM #9			
VENDOR NAME	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE		
EMERALD TRANSFORMER INC	\$ 552.60	\$ 1,434.00	\$ 658.20	\$ 1,856.00	\$ 831.60	\$ 2,422.00	\$ 930.25	\$ 3,043.00		
FLORIDA TRANSFORMER INC										
GRESKO/CAPSTONE UT SUPP										
MAYER ELECTRIC SUPP CO										
POWER PRO-TECH SVCS										
SOLOMON CORP	\$598.00	\$1,014.00	\$721.00	\$1,214.00	\$ 826.00	\$1,378.00	\$1,185.00	\$2,020.00		
STUART C IRBY CO										
SUBSTATION SVC CO INC										

Attachment: 11-5-19 - TRANSFORMER REPAIR 19041 - BID PKT (342-19 : Transformer Repair - OPS)

BID# 19041 DATE: 10/28/19 DEPT: POWER SERVICES								8 VENDOR	12.3.a
DESCRIPTION: TRANSFORMER REPAIR								2 BIDS RECEIVED	
1 PH PAD MOUNTS				3 PH PAD MOUNTS					
ITEM #10: 25 KVA TRANSFORMER				ITEM #14: 75 KVA TRANSFORMER					
ITEM #11: 50 KVA TRANSFORMER				ITEM #15: 150 KVA TRANSFORMER					
ITEM #12: 75 KVA TRANSFORMER				ITEM #16: 300 KVA TRANSFORMER					
ITEM #13: 100 KVA TRANSFORMER									
VENDOR NAME	ITEM #10	ITEM #11	ITEM #12	ITEM #13	ITEM #14	ITEM #15	ITEM #16		
EMERALD TRANSFORMER INC	\$ 841.85	\$ 876.85	\$ 961.60	\$ 1,035.25	\$ 2,566.25	\$ 2,896.25	\$ 3,962.25		
FLORIDA TRANSFORMER INC									
GRESKO/CAPSTONE UT SUPP									
MAYER ELECTRIC SUPP CO									
POWER PRO-TECH SVCS									
SOLOMON CORP	\$666.00	\$ 747.00	\$915.00	\$1,088.00	\$2,499.00	\$2,896.00	\$3,577.00		
STUART C IRBY CO									
SUBSTATION SVC CO INC									
	ITEM #17: NON-PCB CAPACITORS DISPOSAL								
	ITEM #18: SALVAGE VALUE OF POLE MOUNT TRANSFORMERS								
	ITEM #19: SALVAGE VALUE OF PAD MOUNT TRANSFORMERS								
VENDOR NAME	ITEM #17	ITEM #18	ITEM #19	DELIVERY		DISCOUNT		TERMS	
EMERALD TRANSFORMER INC	\$ 1.00	\$ 0.35	\$ 0.35						
FLORIDA TRANSFORMER INC									
GRESKO/CAPSTONE UT SUPP									
MAYER ELECTRIC SUPP CO									
POWER PRO-TECH SVCS									
SOLOMON CORP	\$ 2.00	\$1.50/\$1.00	\$1.00/\$0.75						
STUART C IRBY CO									
SUBSTATION SVC CO INC									

Attachment: 11-5-19 - TRANSFORMER REPAIR 19041 - BID PKT (342-19 : Transformer Repair - OPS)

RESOLUTION NO. 343-19

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2015 Freightliner Knuckle-Boom Truck	87003024
2.	1	Ea.	5" Total Station	N/A
3.	1	Ea.	2015 McNeilus Auto Side Loader Truck	87003052

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. 344-19

Weed Abatement Assessment - 814 Donald Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
814 Donald Ave, Parcel No. 149.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 814 Donald Ave, parcel no. 149.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 814 Donald Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 5th day of November, at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$164.59 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 814 Donald Ave, Parcel no. 149.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-002-149.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 5th day of November, 2019.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

**To: Estelle Russaw Estate c/o Bertha Phipps
13636 Santa Rose Dr.
Detroit MI 48238**

October 15, 2019

**Property Address:
814 Donald Ave
Opelika AL 36801
Parcel # 10-04-18-2-002-149.000**

On September 20, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	<u>151.25</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>164.59</u>

Attachment: WEED INVOICE 814 Donald Ave (344-19 : Weed Abatement Assessment - 814 Donald Ave)

RESOLUTION NO. 345-19

Emergency Repairs - Ladder Truck - FD

RESOLUTION NO. _____

WHEREAS, the Opelika Fire Department E-One Aerial Ladder Truck needs emergency repairs; and

WHEREAS, E-One Aerial Ladder Truck is used to perform rescues of citizens. The E-One Aerial Ladder Truck is used when there is a large fire; and

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

WHEREAS, Sunbelt Fire, Inc. located in Fairhope, Alabama is performing the repairs; and

WHEREAS, the cost of repairs is estimated to be \$24,817.64; and

WHEREAS, the cost of repairs is to come from the Opelika Fire Department Maintenance account;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to Sunbelt Fire, Inc. for an estimated amount of \$24,817.64.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for 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

FLEET COPY: 1
 POSTED: 10/16/19 09:10 pm UTC
 ETR: 10/16/19 09:08 pm UTC



Sunbelt Fire, Inc.

8050 McGowin Dr Fairhope, Alabama 36532
 Phone: (251) 928-9917



Case Number: 4783676 - Repair Order Number: n/a
 Purchase Order Number: n/a
 Service Writer: Agee, Travis - Case Date: 05/16/19 09:41 pm UTC

City Of Opelika	Unit #: 16303	
Address: PO BOX 390 OPELIKA, AL 36803	Asset: 1998 E-One Aerial	Miles 19,007
Phone: (334) 705-5120	Serial #: V1006303	
Fax:	VIN: 4ENGABA86V1006303	
Cust #: 242	Engine: Truck 317	
	Engine Hours: 3566	



Operation	Operation	Labor	Parts	Core Charge	Total
1	66-I06000-F50 - COURTESY & SAFETY CHECK - VISUAL WALKAROUND - FIELD SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
2	02-H15500-S30 - HYDROMOTION SWIVEL, SHOP - REMOVE & INSTALL NEW Parts: (1.0) ELECTRICAL CONN/SUPPLIES/FITTINGS, (1.0) FLUID/LUBE, (1.0) SWVL 4 WATE 4-HYD 14-ELC	\$6,480.00	\$16,725.66	\$0.00	\$23,205.66
3	REMOVED AND REPLACE PUMP PACKING Parts: (1.0) ZM PACKING KIT	\$960.00	\$176.40	\$0.00	\$1,136.40

Notes: [10/16/2019 at 09:10 pm UTC] - Approval Requested for the estimate version 1, total \$24,817.64. [View the estimate](#). NOTE: Good afternoon Chief, Sorry for taking so long getting back to you. This is what I found for a hydraulic leak at the turn table. Travis created this estimate for a hydromotion swivel and I want to make sure this is the repair you are speaking of. I added a pump packing replacement to the case also. If this is the repair please approve the case and it will come back to me. If approved it will take 3 weeks for the order of the hydromotion to be shipped to Sunbelt.
 Repair status set to Hold (auth).

Parts: \$16,902.06
Labor: \$7,440.00
Core: \$0.00
Haz. Waste: \$50.00
Shop: \$300.00
Freight: \$125.58
Tax: \$0.00
TOTAL: \$24,817.64

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
 DATE: __/__/__

RESOLUTION NO. 346-19

Purchase - One (1) 2020 Chevy Tahoe - State Contract #T191L - PD**RESOLUTION NO. _____**

WHEREAS, a 2018 Chevy Tahoe in the Opelika Police Department was involved in an accident and totaled; and

WHEREAS, the City's insurance company, Alabama Municipal Insurance Corporation has totaled said vehicle and paid the fair market value for the vehicle and associated police emergency equipment costs to the City; and

WHEREAS, the Opelika Police Department desires to replace the 2018 Chevy Tahoe with the purchase of One (1) New 2020 Chevrolet Tahoe with certain options from Donohoo Chevrolet LLC in the amount of \$31,335.96 utilizing the State of Alabama Contract T191L; plus equipment cost of \$3,150.00 for a total expense cost of \$34,485.96;

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

1. That the purchase be awarded to Donohoo Chevrolet LLC utilizing the State of Alabama Contract and to Haynes Emergency Lighting.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Donohoo Chevrolet LLC in the amount of \$31,335.96, and to Haynes Emergency Lighting in the amount of \$3,150.00.
3. That the Controller be 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

**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)

Attachment: 11-5-19 - ONE (1) 2020 CHEVY TAHOE - PD - STATE CONTRACT T191L - CNCL PKT (346-19 : Purchase - One (1) 2020 Chevy Tahoe



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.

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



Donohoo Chevrolet LLC

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[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.

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[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)	\$0.00
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
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)	\$0.00
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)	\$0.00

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Donohoo Chevrolet LLC

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[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	\$45.50
Options Total		\$596.96

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

Price Summary

PRICE SUMMARY

Invoice

Base Price	\$30,739.00
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Total Options	\$596.96
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Grand Total per unit	\$31,335.96
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[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

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[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

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[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.)

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[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

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[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

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

13.4.a

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:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

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

13.4.a

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

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 Express

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

Quote



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

Order Number: 19-1432
Order Date: 10/15/2019

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
CRAIG VICKERS
OPELIKA, AL 36803

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	1.000	0.000	0.000	175.000	175.00
PRO-GARD BARRIER MOUNTING KIT						875.00
/GRAPHICS						
GRAPHICS PACKAGE						
/INSTALL KIT	EACH	1.000	0.000	0.000	85.000	85.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	31.000	0.000	0.000	65.000	2,015.00
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:	3,150.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	3,150.00

Attachment: 11-5-19 - ONE (1) 2020 CHEVY TAHOE - PD - STATE CONTRACT T191L - CNCL PKT (346-19 : Purchase - One (1) 2020 Chevy Tahoe

RESOLUTION NO. 347-19

Purchase - ERP Software and Hardware - Sole Source - IT**RESOLUTION NO. _____**

WHEREAS, the Information Technology Department desires to purchase 3-Party Software and Hardware Services; and

WHEREAS, the services include a touch screen time clock with maintenance, e-Procurement software service, and

WHEREAS, this is a sole source purchase; and

WHEREAS, Tyler Technologies, Inc. is the city's current Enterprise Resource Planning (ERP) system; and

WHEREAS, the City Council approved Resolution #395-13 on November 5, 2013 awarding Tyler Technologies, Inc. the bid;

WHEREAS, 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 Tyler Technologies, Inc.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Tyler Technologies, Inc. as a sole source purchase for the amounts listed below:

eProcurement Software

One Time Fees	Recurring Yearly Fee
\$9,200.00	\$900.00

ExecuTime Advanced Scheduling Software

One Time Fees	Recurring Yearly Fee
\$84,125.00	\$10,665.00

Depot Exchange Clock & Maintenance

One Time Fees	Recurring Yearly Fee
\$44,200.00	\$5,300.00

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



Quoted By: Brad Reed
 Date: 4/17/2019
 Quote Expiration: 10/14/2019
 Quote Name: City of Opelika, AI-ERP-ExecuTime
 Quote Number: 2019-71993
 Quote Description: Executime with Advanced Scheduling

Sales Quotation For

City of Opelika
 204 S 7th St
 Opelika, AL 36801-4944
 Phone +1 (334) 705-5100

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Advanced Scheduling (185)	\$18,585.00	48	\$8,400.00	\$0.00	\$26,985.00	\$3,717.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	0	\$0.00	\$0.00	\$4,375.00	\$875.00
ExecuTime Time & Attendance (425)	\$24,780.00	128	\$22,400.00	\$0.00	\$47,180.00	\$4,956.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$1,117.00
TOTAL:	\$53,325.00	176	\$30,800.00	\$0.00	\$84,125.00	\$10,665.00

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$53,325.00	\$10,665.00
Total Tyler Services	\$30,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$84,125.00	\$10,665.00
Contract Total	\$94,790.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Quoted By: Brad Reed
 Date: 10/14/2019
 Quote Expiration: 4/11/2020
 Quote Name: City of Opelika - ERP - 20 Touchscreen Time Clocks
 Quote Number: 2019-95277
 Quote Description: 20 Touchscreen Time Clocks

Sales Quotation For

City of Opelika
 204 S 7th St
 Opelika, AL 36801-4944
 Phone +1 (334) 705-5100

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Depot Exchange - Clock Maintenance	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,300.00
Touchscreen: No Reader	20	\$2,210.00	\$0.00	\$44,200.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$44,200.00			\$0.00
TOTAL:				\$44,200.00			\$5,300.00

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$44,200.00	\$5,300.00
Summary Total	\$44,200.00	\$5,300.00
Contract Total	\$49,500.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Quoted By: Brad Reed
 Date: 12/4/2018
 Quote Expiration: 12/31/2019
 Quote Name: City of Opelika - ERP - Vendor Self Service
 Quote Number: 2018-62251
 Quote Description: City of Opelika - Add Vendor Self Service

Sales Quotation For

City of Opelika
 204 S 7th St
 Opelika, AL 36801-4944
 Phone +1 (334) 705-5100

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
eProcurement	\$5,000.00	24	\$4,200.00	\$0.00	\$9,200.00	\$900.00
TOTAL:	\$5,000.00	24	\$4,200.00	\$0.00	\$9,200.00	\$900.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$5,000.00	\$900.00
Total Tyler Services	\$4,200.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$9,200.00	\$900.00
Contract Total	\$10,100.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____
All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

RESOLUTION NO. 348-19

Purchase - Camera Storage Upgrade - NATL IPA Contract #2018011-01 - IT**RESOLUTION NO. _____**

WHEREAS, the Information Technology Department desires to purchase a Dell/EMC Isilon Disk Storage Upgrade for the building cameras as well as police dash and body cameras utilizing National IPA Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the National IPA Contract Vendor for the Dell/EMC Isilon Disk Storage Upgrade; and

WHEREAS, funding to be traded in the amount of \$10,000.00 will come from a trade-in credit for current Dell/EMC Isilon Disk Storage. Additional funding in the amount of \$298,618.90 will come from the Information Technology Equipment Repairs and Maintenance Fund;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the National IPA Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$298,618.90.
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



4-node H400, 360TB usable, 5YR



Prepared For: City of Opelika
 Customer #: 936449
 Attention: Steve
 Project: Isilon Refresh
 Date: 10/11/2019

Submitted By: Griffin Curcio
 Executive Account Manager
 Phone: 877-635-6656
 E-Mail: grifcur@cdwg.com
 Quote #: 6003176255 V01

Qty.	Part Numbers	Description	
Hardware	1	SYSTEM	UDS, ISILON GEN 6, H400
	1	ICH-NORM	BASE CHASSIS - NORMAL
	4	IFEIO-10GBE-B	2X10GBE (SFP+) L/M W/O OPTICS
	4	851-0296	TRANSCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6
	2	800-0078	PWCRD KIT FOR GEN6 NORMAL CHASSIS
	4	IH400-8T-800G	H400-2.2GHZ/4C/64G+15X8TB SAT/800GB
	4	IBEIO-10GBE	2X10GBE (SFP+) BACK END W/O OPTICS
	2	851-0258	SWITCH 10GBE 24P 2PS CELESTICA
	8	851-0263	CABLE ETHERNET 10G PASS SFP+ 3M
			Extended Sell
Hardware Total:			\$49,475.58
Software	1	458-001-863	ONEFS PRODUCT
	4	456-111-836	ONEFS BASE LICENSE TIER 3=ID
	480	456-111-840	ONEFS CAPACITY LICENSE TIER 3 =CB
	4	458-001-969	HDFS FOR ONEFS (\$0.00)
	4	458-001-864	BASIC BUNDLE TIER 3=ID
	480	458-001-865	BASIC BUNDLE CAPACITY TIER 3 PER TB=CB
			Extended Sell
Software Total:			\$125,783.00
Support	1	M-PSP-HW-I-002	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT (60 mos.)
	1	M-PSP-SW-I-002	PROSUPPORT PLUS 4HR/MC SOFTWARE SUPPORT (60 mos.)
	1	M-PSP-SW-I-002	PROSUPPORT PLUS 4HR/MC SOFTWARE SUPPORT (60 mos.)
	1	M-PSP-SW-I-002	PROSUPPORT PLUS 4HR/MC SOFTWARE SUPPORT (60 mos.)
	1	M-PSP-SW-I-002	PROSUPPORT PLUS 4HR/MC SOFTWARE SUPPORT (60 mos.)
			Extended Sell
Support Total:			\$121,786.98
Services	3	PS-BDAD-ISIAD1NIN	BD ADDON, ISILON ADD 1 NODE
	1	PS-BD-ISIBIN	BD FOR ISILON
	1	PS-BAS-ISTECH	TECH REFRESH UPTO 10NODES DATA ONLY
			Extended Sell
Services Total:			\$11,573.34
			Extended Sell
Quoted on National IPA Technology Solutions (2018011-01)			Solution Total: \$308,618.90
			TradeIn Incentive: -\$10,000.00
			Grand Total: \$298,618.90

Pricing expires 30 calendar days from date on Proposal

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdw.com/content/cdw/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

Attachment: 11-5-19 - CAMERA STORAGE UPGRADE FOR BUILDING CAMERAS, POLICE DASH & BODY CAMERAS - NATL IPA CONTR



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

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

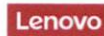
STRONG PARTNERSHIP, STRONG SOLUTIONS

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

We look forward to serving you under our new agreement with National IPA.

HERE ARE THE BENEFITS OF THE CONTRACT:

- + Term: 3/1/2018 to 2/28/2023 with two, one-year renewals.
- + Competitive pricing across CDW·G's entire portfolio of products and solutions.
- + Access to a multitude of services and custom configurations, including equipment staging.
- + Pricing on products made by the following partners:



RESOLUTION NO. 349-19

Agreement, Professional Services with Kucera, aerial photography - IT

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BY AND
AMONG THE CITY OF OPELIKA, THE CITY OF AUBURN, LEE COUNTY,
ALABAMA, AUBURN UNIVERSITY AND KUCERA INTERNATIONAL, INC.**

FOR PHOTOGRAMMETRIC SERVICES

WHEREAS, The City of Opelika (hereinafter referred to as “the “City”), the City of Auburn, Lee County and Auburn University desire to participate in a cooperative effort to contract for professional photogrammetric services; and

WHEREAS, Kucera International, Inc., (hereinafter referred to as “Kucera”) is a full-service provider of aerial photography, topographic mapping, planimetric mapping, photogrammetric and related geomatic services; and

WHEREAS, Kucera is qualified and capable to conduct professional photogrammetric services for the City; and

WHEREAS, a proposed Agreement for Professional Services (the “Agreement”) by and among the City of Opelika, the City of Auburn, Lee County, Auburn University and Kucera 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;

WHEREAS, the estimated compensation due to Kucera under the Agreement from the City is \$92,976.59; and

WHEREAS, the Chief Technology Officer has certified that sufficient funds are available to pay for such services in the appropriate capital outlay accounts; and

WHEREAS, the Alabama Competitive Bid Law authorizes the City to award said contract as a professional services agreement without public bidding.

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

1. That the proposed Agreement for Professional Services by and among the City of Opelika, the City of Auburn, Lee County, Auburn University and Kucera, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and to carry out fully the transactions contemplated therein on behalf of the City.

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

Resolution and the attached Agreement.

4. That all costs incurred by the City under and pursuant to said Agreement shall be paid from the appropriate Capital Outlay Account, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Exhibit 'A'

AGREEMENT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

1. BASIC SERVICES OF PHOTOGRAMMETRIST	1
1.1. PHOTOGRAMMETRIST SERVICES	1
1.2. PLANNING PHASE (10%)	1
1.3. DATA ACQUISITION PHASE (40%)	1
1.4. DATA PROCESSING PHASE (40%)	1
1.5. DELIVERY PHASE (10%)	2
2. COOPERATIVE RESPONSIBILITIES	2
3. PERIOD OF SERVICE	2
4. COOPERATIVE'S DESIGNATED REPRESENTATIVE	3
5. PHOTOGRAMMETRIST'S COMPENSATION	3
6. INSURANCE & IDEMNIFICATION	3
7. OWNERSHIP OF DOCUMENTS	5
8. WORK COMMENCEMENT/ PROGRESS/ DELAYS	5
9. STANDARD OF CONTRACT	6
10. TERMINATION	7
11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS	7
12. ASSIGNABILITY	8
13. THIRD PARTY RIGHTS	8

EXHIBIT A – Deliverables

EXHIBIT B – Schedule

EXHIBIT C – Scope of Services

AGREEMENT

This is an AGREEMENT for PROFESSIONAL SERVICES made and entered into between Auburn University, the City of Auburn Alabama, the City of Opelika Alabama, and Lee County Alabama hereinafter designated as "COOPERATIVE" and the Kucera International, INC, hereinafter designated as "PHOTOGRAMMETRIST", on November 20, 2019. The parties agree to professional Photogrammetrist services and conditions hereinafter stated. The COOPERATIVE requires PHOTOGRAMMETRIST to perform professional Photogrammetrist services, to serve as COOPERATIVE's representative and to provide professional advice for the following PROJECT:

Orthographic Imagery, LiDAR, Planimetric Mapping and Data Enhancement as described in the BASIC SERVICES below, EXHIBIT A – Deliverables, and EXHIBIT C – Scope of Services.

PHOTOGRAMMETRIST shall be compensated with a fee of \$504,716.00 in accordance with this AGREEMENT and the Basic Services of Photogrammetrist.

1. BASIC SERVICES OF PHOTOGRAMMETRIST

1.1. PHOTOGRAMMETRIST SERVICES

- 1.1.1. PHOTOGRAMMETRIST shall provide for the COOPERATIVE, Professional Services in connection with the PROJECT to which this AGREEMENT applies as hereinafter provided. The services will include serving as Professional Representative for the PROJECT, providing consultation and advice, and furnishing professional services delivered in accordance with Basic Services of Photogrammetrist applicable to the PROJECT's scope established by COOPERATIVE included hereto. Said services are customarily rendered in phases as set forth in this Section.
- 1.1.2. PHOTOGRAMMETRIST shall provide deliverables to the COOPERATIVE in accordance with EXHIBIT C.

1.2. PLANNING PHASE (10%)

After written Authorization to Continue (Section 3.2), PHOTOGRAMMETRIST shall:

- 1.2.1. Prepare a detailed project plan outlining the schedule, methodology, QA/QC procedures and client interaction. This plan will be reviewed and approved by the COOPERATIVE before continuing to the next phase.
- 1.2.2. Prepare a detailed Ground Survey and Control Plan for review as described in EXHIBIT C.
- 1.2.3. Prepare a detailed Flight Plan for review as described in EXHIBIT C.

1.3. DATA ACQUISITION PHASE (40%)

After written Authorization to Continue with the Data Acquisition Phase, PHOTOGRAMMETRIST shall:

- 1.3.1. Conduct Ground Survey and Data Acquisition and Control in accordance with EXHIBIT C.

1.4. DATA PROCESSING PHASE (40%)

After written Authorization to Continue with the Data Processing Phase, PHOTOGRAMMETRIST shall:

- 1.4.1. Produce pilot products for client review and acceptance in accordance with EXHIBIT C.
- 1.4.2. Process Orthoimagery and LiDAR data in accordance with EXHIBIT C.
- 1.4.3. Produce Planimetric Features in accordance with EXHIBIT C.

1.5. DELIVERY PHASE (10%)

After written Authorization to Continue with the Delivery Phase, PHOTOGRAMMETRIST shall:

- 1.5.1. Deliver all products described in EXHIBIT A in accordance with the Scope of Services detailed in EXHIBIT C.

2. COOPERATIVE RESPONSIBILITIES

COOPERATIVE shall do the following as not to delay the services of PHOTOGRAMMETRIST:

- 2.1. Assist PHOTOGRAMMETRIST by placing at PHOTOGRAMMETRIST'S disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 2.2. Furnish to PHOTOGRAMMETRIST, as required for performance of PHOTOGRAMMETRIST'S Basic Services, the following:
 - 2.2.1. Arrange for and allow PHOTOGRAMMETRIST access to public property. Assist PHOTOGRAMMETRIST with any reasonable and diligent effort to arrange for access to private property.
- 2.3. Give prompt written notice to PHOTOGRAMMETRIST whenever COOPERATIVE observes or otherwise becomes aware of any development that affects the scope or timing of PHOTOGRAMMETRIST'S services, or any defect or non-conformance in the work of any PHOTOGRAMMETRIST.
- 2.4. Provide timely review of deliverables.
- 2.5. Furnish, or direct PHOTOGRAMMETRIST to provide additional services or other services as required.

3. PERIOD OF SERVICE

Prior to full execution of this Agreement, PHOTOGRAMMETRIST shall provide COOPERATIVE with an expected starting date for the services to be rendered and submit a schedule for the same with acceptable detailed information depicting the completion time of each phase. The final deadline for delivery of all products is September 30, 2020. All dates shall conform to the timeline provided in EXHIBIT B. In the event that this deadline must be extended due to unfavorable weather, hindering flight and data acquisition, the PHOTOGRAMMETRIST will notify the COOPERATIVE in writing with an explanation of expected delays and a new delivery schedule.

3.1. AUTHORIZATION TO CONTINUE

Each "Authorization To Continue" to initiate Basic Services of PHOTOGRAMMETRIST shall specify the Period of Service, PHOTOGRAMMETRIST'S Compensation, Scope of Services, Deliverables and Schedule and shall be agreed to by COOPERATIVE and PHOTOGRAMMETRIST for services to be rendered. Unless otherwise noted, PHOTOGRAMMETRIST shall not start the work until said Authorization To Continue is fully executed by both parties and an Authorization To Continue is issued by the COOPERATIVE.

4. COOPERATIVE'S DESIGNATED REPRESENTATIVE

- 4.1. It is understood and agreed that COOPERATIVE designates the City of Auburn Deputy Chief Information Officer or his assigned representative to represent the COOPERATIVE in all technical and administrative matters pertaining to and arising from the work and performance of this contract.
- 4.2. The authority of the representative shall include, but not be limited to, the following:
 - 4.2.1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the PHOTOGRAMMETRIST and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the PHOTOGRAMMETRIST and approval of PHOTOGRAMMETRIST'S application for payment.
 - 4.2.2. Transmission of instructions, receipt of information, interpretation and definition of COOPERATIVE policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this contract.
 - 4.2.3. Give prompt written notice to the PHOTOGRAMMETRIST whenever the COOPERATIVE observes or otherwise becomes aware of any defects or changes necessary in the project.

5. PHOTOGRAMMETRIST'S COMPENSATION

- 5.1. Compensation due to PHOTOGRAMMETRIST shall be in the amount of \$504,716.00 paid on receipt and acceptance of all deliverables. On acceptance compensation will be billed to each entity in the COOPERATIVE through the COOPERATIVE's representative as such:
 - Lee County - \$217,075.22
 - City of Auburn - \$182,809.96
 - City of Opelika - \$92,976.59
 - Auburn University - \$11,854.23

6. INSURANCE & IDEMNIFICATION

- 6.1. PHOTOGRAMMETRIST shall be responsible for all damage to person and or property resulting from its negligent acts, errors, or omissions or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.
- 6.2. PHOTOGRAMMETRIST will defend at their expense, indemnify and hold harmless the COOPERATIVE, their officials, employees, agents, servants, representatives and assigns from and against any and all liability damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction or loss of use of any property arising out of or related to the services provided by the PHOTOGRAMMETRIST or caused by the PHOTOGRAMMETRIST's negligence or from any operation conducted by the PHOTOGRAMMETRIST in rendering service to the COOPERATIVE. This obligation survives the payment of any losses by the PHOTOGRAMMETRIST's insurance carrier.
- 6.3. The PHOTOGRAMMETRIST will not be given an Authorization to Continue until the PHOTOGRAMMETRIST has furnished a certificate or certificates in a form satisfactory

to the COOPERATIVE, showing that PHOTOGRAMMETRIST has complied with this Section.

- 6.4. The PHOTOGRAMMETRIST will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance, aircraft liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability shall be, at a minimum, \$1,000,000.00 per occurrence or claim and \$1,000,000.00 aggregate. Limits of liability for aircraft liability insurance shall be, at a minimum, \$2,000,000.00 per occurrence or claim and \$2,000,000.00 aggregate. If general liability coverage, aviation liability coverage and/or professional liability coverage is on a claims-made basis, the PHOTOGRAMMETRIST will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the coverage limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 disease – policy limit. The PHOTOGRAMMETRIST shall be responsible for the payment of any deductibles or self-insured retentions. The PHOTOGRAMMETRIST's insurance is primary and non-contributory. If the PHOTOGRAMMETRIST carries higher coverage limits, the higher limits will apply.

The certificate of insurance shall provide the COOPERATIVE with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate with ten (10) days' notice of cancellation for non-payment of premium.

The City of Auburn, City of Opelika, Auburn University and Lee County, Alabama will be named as additional insured under the PHOTOGRAMMETRIST's general liability insurance, aircraft liability insurance and automobile liability insurance policies with waivers of subrogation.

The PHOTOGRAMMETRIST shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the PHOTOGRAMMETRIST. The certificates shall evidence waivers of subrogation in favor of the PHOTOGRAMMETRIST, the City of Auburn, the City of Opelika, Auburn University and Lee County, Alabama.

- 6.5. The PHOTOGRAMMETRIST shall be responsible for keeping the COOPERATIVE currently advised as to the status of any claims made for damages against the PHOTOGRAMMETRIST resulting from services performed under this AGREEMENT. The PHOTOGRAMMETRIST shall send notice of claims related to work under this AGREEMENT to the COOPERATIVE. Copies of the notices shall be sent to:

Christopher Graff (City of Auburn, Deputy Chief Information Officer) 334-501-7207

- 6.6. The PHOTOGRAMMETRIST shall maintain documentation for all charges against the COOPERATIVE under this contract. The books, records and documents of the PHOTOGRAMMETRIST, insofar as they relate to work performed or money received under this contract, shall be maintained for a period as required by law, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the COOPERATIVE. These records shall be maintained in accordance with generally accepted accounting principles.

7. OWNERSHIP OF DOCUMENTS

- 7.1. Except as otherwise provided herein, PHOTOGRAMMETRIST documents, drawings, databases and specifications prepared by PHOTOGRAMMETRIST as part of the services shall become the property of the COOPERATIVE, provided, that PHOTOGRAMMETRIST shall have the right to their use with approval of the COOPERATIVE. PHOTOGRAMMETRIST shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the PHOTOGRAMMETRIST.
- 7.2. The PHOTOGRAMMETRIST shall not be liable for any use by the COOPERATIVE of said documents or data if modified in any manner without written approval of the PHOTOGRAMMETRIST.

8. WORK COMMENCEMENT/ PROGRESS/ DELAYS

- 8.1. The services to be rendered by the PHOTOGRAMMETRIST shall be commenced subsequent to the submittal of PHOTOGRAMMETRIST'S schedule to render the services, execution of the AGREEMENT and written Authorization to Continue from the COOPERATIVE. Services will be completed and submitted to the COOPERATIVE as specified by the AGREEMENT, Basic Services of PHOTOGRAMMETRIST, and an Authorization to Continue required hereto.
- 8.2. The PHOTOGRAMMETRIST agrees to provide a schedule for performance of the contracted services, with milestones for significant elements as agreed by the COOPERATIVE, on or before receipt of Authorization to Continue and, thereafter to provide bi-monthly Project Schedule Progress reports. The COOPERATIVE will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the PHOTOGRAMMETRIST and of the details thereof.
- 8.3. In the event there are delays on the part of the COOPERATIVE or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the PHOTOGRAMMETRIST which delay the Project Schedule completion date, the COOPERATIVE shall grant to the PHOTOGRAMMETRIST, in writing, an extension of the contract time equal to the aforementioned delays. If the PHOTOGRAMMETRIST claims an extension pursuant to this provision, same must claim within ten days of the alleged delay and PHOTOGRAMMETRIST must furnish appropriate documentation.
- 8.4. The PHOTOGRAMMETRIST shall maintain an adequate competent staff of professional Photogrammetrists, technicians and support staff personnel within reasonable distance from the PROJECT in the State of Alabama and may associate with other qualified firms for the purpose of rendering services hereunder without cost to the COOPERATIVE and upon written approval by the COOPERATIVE. The PHOTOGRAMMETRIST, however,

shall not sublet, assign or transfer any work under this AGREEMENT without the prior written consent of the COOPERATIVE.

9. STANDARD OF CONTRACT

- 9.1. The work done under this contract must be done solely within United States.
- 9.2. The PHOTOGRAMMETRIST warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PHOTOGRAMMETRIST to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the PHOTOGRAMMETRIST any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.
- 9.3. The PHOTOGRAMMETRIST is an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of the COOPERATIVE. Neither the PHOTOGRAMMETRIST nor its employees have any authority to bind the COOPERATIVE in any respect.
- 9.4. The COOPERATIVE reserves the right to cancel and terminate this contract, without penalty, in the event that the PHOTOGRAMMETRIST or any employee, servant, or agent of the PHOTOGRAMMETRIST is indicted for any crime arising out of or in conjunction with any work being performed by the PHOTOGRAMMETRIST for or on behalf of the COOPERATIVE. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this AGREEMENT shall immediately be turned over to the COOPERATIVE. The PHOTOGRAMMETRIST shall be compensated for its services accepted up to the time of any such termination. The COOPERATIVE also reserves the right to terminate and cancel this contract in the event the PHOTOGRAMMETRIST shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.
- 9.5. PHOTOGRAMMETRIST undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. COOPERATIVE shall have no right to supervise the methods used, but COOPERATIVE shall have the right to observe such performance. PHOTOGRAMMETRIST shall work closely with COOPERATIVE in performing services under this AGREEMENT.
- 9.6. PHOTOGRAMMETRIST shall consider all information provided by COOPERATIVE and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the PHOTOGRAMMETRIST'S performance of the services to be proprietary unless such information is available from public sources. PHOTOGRAMMETRIST shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of COOPERATIVE or in response to legal process.
- 9.7. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with

- a valid provision that comes as close as possible to the intent of the stricken provision.
- 9.8. Neither COOPERATIVE nor PHOTOGRAMMETRIST shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.
 - 9.9. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either COOPERATIVE or PHOTOGRAMMETRIST under this AGREEMENT, strikes, work slowdowns or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if non-performance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.
 - 9.10. The provisions of this AGREEMENT shall not be interpreted or construed to require PHOTOGRAMMETRIST or COOPERATIVE to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

10. TERMINATION

- 10.1. COOPERATIVE reserves the right to terminate this Agreement at any time, for any reason, upon 30 days written notice to PHOTOGRAMMETRIST. In the event that COOPERATIVE shall fail to make timely payment of any sum owed to PHOTOGRAMMETRIST, PHOTOGRAMMETRIST shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT, upon 30 days written notice to COOPERATIVE. In either event, payment shall be due to PHOTOGRAMMETRIST only for those services accepted and substantially performed prior to notice of termination. Upon termination, PHOTOGRAMMETRIST shall provide and turn over to COOPERATIVE all data and documentation, analyses, drawings, reports, etc. prepared up to and including the date of termination.

11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1. This contract shall be governed by the laws of the State of Alabama. Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.
- 11.2. PHOTOGRAMMETRIST is required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices. For all PHOTOGRAMMETRIST that employ persons in the State of Alabama, documentation of

enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All PHOTOGRAMMETRIST are advised that the award of the contract is conditioned on the PHOTOGRAMMETRIST not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the vendor pledges not to violate federal immigration law.

- 11.3. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law shall be excluded from participation in, or be denied benefit of, or be otherwise subjected to discrimination in the performance of this contract. The PHOTOGRAMMETRIST shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 11.4. PHOTOGRAMMETRIST shall procure the permits, certificates, and licenses necessary to allow PHOTOGRAMMETRIST to perform the services.
- 11.5. The PHOTOGRAMMETRIST will be required to obtain a City of Auburn business license in order to conduct business in the City.
- 11.6. The PHOTOGRAMMETRIST will be required to obtain a City of Opelika business license in order to conduct business in the City.

12. ASSIGNABILITY

- 12.1. The PHOTOGRAMMETRIST shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written approval of the COOPERATIVE, provided that claims for the money due or to become due to the PHOTOGRAMMETRIST from the COOPERATIVE under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COOPERATIVE.

13. THIRD PARTY RIGHTS

- 13.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COOPERATIVE and PHOTOGRAMMETRIST.
- 13.2. This AGREEMENT (consisting of Pages 1 to 9 inclusive) together with Exhibits A-C, constitute the entire AGREEMENT between COOPERATIVE and PHOTOGRAMMETRIST.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as to the day and year first above written.

Kucera International, Inc.

By: _____

Title: _____

Date: _____

Auburn University

By: _____

Title: _____

Date: _____

City of Auburn

By: _____

Title: _____

Date: _____

City of Opelika

By: _____

Title: _____

Date: _____

Lee County, Alabama

By: _____

Title: _____

Date: _____

EXHIBIT A – Deliverables

Deliverables

1. Ownership

All items developed, prepared, completed, or acquired under this agreement shall become the property of the Cooperative. The Cooperative shall retain all reproduction rights for all materials produced under this contract.

2. Media Type and Data Storage

Sample and/ or test data may be submitted on Compact Disk, DVD, USB flash drive, or other USB 3.0 compliant storage mediums. FTP services are also acceptable, although the Cooperative reserves the right to request a physical delivery.

All final digital files must be delivered in quadruplet on external hard disk storage devices (one copy for each member of the Cooperative on each hard disk) unless noted otherwise. These devices must be USB 3.0 compliant and of sufficient size to allow storage of all digital deliverables required for this project.

The PHOTOGRAMMETRIST shall keep all relevant materials until completion and acceptance of the project. At the request of the Cooperative, all materials, documentation and files shall be made available to any such agent or Cooperative Official who may be appointed for inspection.

3. Prototype data

Submittal of a sub-set from the entire project may be required at the discretion of the Cooperative and shall consist of a working elevation model, orthographic imagery, and accompanying planimetric features. Prototypes shall be reviewed and approved prior to full production of project datasets. The prototype shall be a whole PLS section representative of the project area and contain a completed sample of all features to be contracted.

Only one copy of the prototype data is required if prototyping is required.

4. Geospatial Products

The follow is a summary of geospatial data being requested. Additional details including extents and specification can be found in subsequent sections.

Category	Product	File type
Imagery	Flight Lines	GIS feature class
	Survey Control	GIS feature class
	Six inch, 4-band County-wide orthoimagery	Geotiff
	Compressed aerial mosaic	MrSID or similar
	Three inch, 4-band	Geotiff
	Auburn/Opelika City Limits orthoimagery	

Lidar	QL2 Lidar data	LAS point cloud & GIS feature class break lines
	Digital Surface Model	Geotiff
	Digital Elevation Model	Geotiff
	One foot contours	GIS feature class & AutoCAD DWG
Planimetrics	Building Structures	GIS feature class & AutoCAD DWG
	Swimming Pools	GIS feature class & AutoCAD DWG
	Edge of Roadways	GIS feature class & AutoCAD DWG
	Roadway Centerlines	GIS feature class & AutoCAD DWG
	Parking Lots	GIS feature class & AutoCAD DWG
	Sidewalks	GIS feature class & AutoCAD DWG
	Hydrography	GIS feature class & AutoCAD DWG

5. Imagery Tiling

Tiling schemes shall be provided by the Cooperative for the extraction and delivery of raster, lidar and contour datasets. A PLS-based tiling scheme will be provided and used for deliverables to the City of Auburn, Opelika and Lee County. Secondary tiling scheme will be provided and used for deliverables to Auburn University.

6. Non-geospatial Products

- **Metadata**

The PHOTOGRAMMETRIST shall provide metadata compiled to the current International Organization for Standardization (ISO) 191** metadata standard for each deliverable.

- **Reports**

In addition to the geospatial data the following reports are required in support of the spatial data. In-depth descriptions of what is contained in each report are located in the following sections.

- ✓ Geodetic survey control, and paneling
- ✓ Survey Control reference sheets
- ✓ Final Aerial Triangulation Report and summary
- ✓ Documented collection methodology

EXHIBIT B – Schedule

[Modified from Kucera's response to the Lee County Cooperative Aerial Project 2020 – Request for Qualifications]

Phase	Target Dates	
	Start	Complete
Project initiation	11/20/19	11/30/19
Ground control survey/targeting	12/1/19	1/15/20
Data acquisition	1/1/20	1/30/20
Aerial data review	2/1/20	2/28/20
Aerotriangulation	3/1/20	3/31/20
Lidar processing, DEM/DSM deliverables	3/1/20	6/30/20
Pilot project	5/1/20	5/30/20
Orthophoto delivery	4/1/20	8/30/20
Planimetric & breakline compilation	4/1/20	8/30/20
Final productions & reports	6/1/20	9/30/20

The above dates represent target milestones for project phases and deliverables. In the event that a target date is missed, the Cooperative shall be notified with an explanation of the circumstances causing the delay, the impact it has on the project, and any necessary corrective actions.

All deliverables must be received by the Cooperative by the final project deadline of September 30, 2020.

The progressive completion and delivery of the project data will be based on Cooperative-identified priorities and/or logical sequence across the project area. Throughout the contract period the PHOTOGRAMMETRIST's project manager will provide weekly or semi-monthly written status reports to the Cooperative detailing the progress of each work phase and comparison with the contract completion schedule. Every attempt will be made to complete the project work and finished production deliverables ahead of schedule.

EXHIBIT C – Scope of Services

1. Project Area

Because this is a cooperative project the project area is composed of three (3) distinct regions. Aerial and terrain data will be acquired over the entire area but optional deliverables and planimetric compilation may be restricted to specific regions.

The project area is generally defined as the boundary of Lee County, Alabama. Specifically, the project area is 656 square miles defined by the boundaries of Lee County, plus the addition of areas to incorporate complete watersheds for the Cities of Auburn and Opelika. The boundary is further refined to complete PLS section tiles. The project area, distinct regions, or other boundary files will be provided as requested.

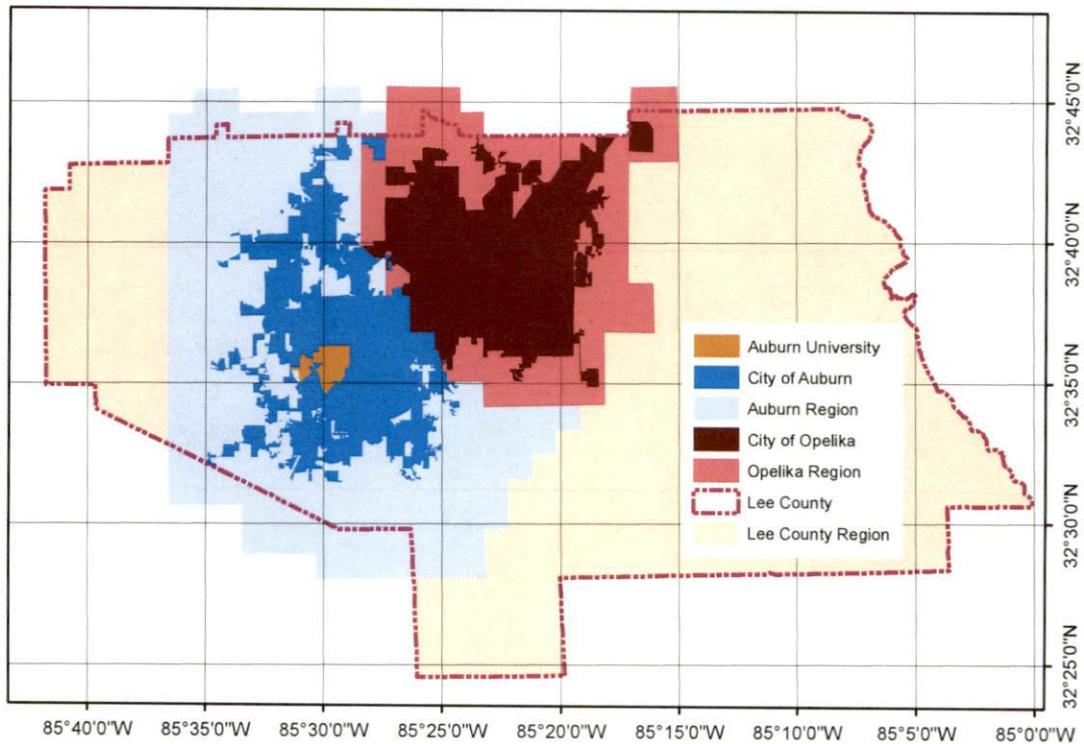


Figure 1: Project Area

Location	Square Miles
Auburn Region	206
Opelika Region	120
Lee County Region	330
University Area	2.5
Total Project Area	656

Table 1: Square mileage per region

2. Control

2.1. Coordinate system

Horizontal control shall be tied to the Alabama State Plane Coordinate System, Zone East, North American Datum 1983 (NAD83), U. S. Survey Feet. The vertical control shall be tied to the North American Vertical Datum 1988 (NAVD88) (using the latest Geoid model available from the National Geodetic Survey), U.S. Survey Feet. The ellipsoid shall be GRS 80.

2.2. Airborne GPS/ Inertial Measurement Unit (IMU)

The PHOTOGRAMMETRIST will provide sufficient horizontal and vertical control to support the airborne GPS/IMU and aero-triangulation solution. Flight plans shall indicate the locations of all control points to be collected. The use of IMU is optional. An A/T report will be provided to provide statistical validation for the triangulation and/or IMU solution used in the production process.

2.3. Ground control

It is the PHOTOGRAMMETRIST's responsibility to furnish sufficient ground control, pre-marking, and airborne Global Positioning System (GPS) services. The following paragraphs outline required Ground Control standards.

The Cooperative will provide established control locations for the PHOTOGRAMMETRIST to use at their discretion to best accomplish the requirements for control and project deliverables.

- **Accuracy**
All products produced for this project shall meet or exceed the ASPRS Class I Accuracy Standards for 1"=100' maps unless otherwise specified. The PHOTOGRAMMETRIST will adhere to the latest ASPRS standards.
- **Equipment**
PHOTOGRAMMETRIST must identify the equipment to be used to acquire and analyze the control network and must include a statement indicating ownership of all equipment to be used during the control phase of the project.
- **Reconnaissance**
The PHOTOGRAMMETRIST shall determine the locations of existing horizontal and vertical control in the project area and incorporate it into the control network for this project as appropriate. It is up to the PHOTOGRAMMETRIST to locate enough locations to achieve significant accuracy. After determining appropriate locations for all control points during reconnaissance, the PHOTOGRAMMETRIST will review the final horizontal and vertical control layout with the Cooperative before proceeding.
- **Easement Rights**
Ground control points will be placed on public property whenever possible. However, it is recognized that some vertical control points may be desirable in locations on private property. The PHOTOGRAMMETRIST shall be responsible for obtaining all permits, permission, or traffic control that may be required to enter upon any lands or use of any Public Right-of Way where access to accomplish the ground control survey is necessary. The permits, permission, or traffic control shall be obtained prior to placement. All permits, permissions, or traffic control shall be fully documented and delivered to the Cooperative prior to any field work. The Cooperative will assist with any reasonable and diligent effort to request permission for entry to private property.

2.4. Aerial Triangulation

Aerial triangulation must be used to densify the control solution. Direct geo-referencing is not allowed as a substitute for a fully adjusted AT solution. The PHOTOGRAMMETRIST must detail its procedures for performing aerial triangulation including the QA/QC steps employed during this process. The AT reports shall be signed by a Certified Photogrammetrist ensuring compliance.

2.5. Deliverables

Upon completion of the project four (4) complete survey reports will be delivered to the Cooperative and shall contain the following:

- ✓ Data processing performed
 - All computation and adjustments of control data shall be referenced to the field notebooks by book and page number. All field records and computations, and all computations involved in the analytical aerial triangulation process, shall be delivered with the control data report.
 - ✓ Software used
 - ✓ Equipment used
 - ✓ Field notebook
 - Field notebooks shall be carefully and neatly prepared, identified, indexed and preserved. All data regarding the establishment and extension of horizontal and recovered monuments shall be recorded.
 - ✓ Station list with final coordinates
 - ✓ Survey control diagrams
 - Survey control diagrams shall clearly show the control point with the acquired aerial imagery as the background. As applicable the diagram shall also show swing tie distances to fixed and identifiable points in the immediate vicinity. The diagram should be annotated with appropriate language to fully describe the control point's physical appearance. For example, whether the point is above or below ground, size of monument, material, and all identifiable markings.
- The report shall be provided in PDF format and the control data shall be provided in shapefile format. Any new ground control established for this project must be tied to the Alabama State Plane Coordinate System, NAVD 88 (using the latest Geoid model available from the National Geodetic Survey) and must be established by a licensed surveyor in the State of Alabama.
- ✓ Control locations as an ESRI feature class
 - ✓ RMSE results
 - ✓ Final aerial triangulation report

3. Aerial

3.1. General

This product will cover approximately 656 square miles in and around Lee County, Alabama (see Section 1: Project Area). The aerial product shall include 4-band, digital, orthorectified imagery.

3.2. Atmospheric and Ground Conditions

Image capture shall be undertaken during winter or early spring months - during normal leaf-off period. Skies are to be clear and free from smoke, clouds, cloud shadows, excessive haze and other conditions causing images that cannot be resolved. The ground shall be free from

floodwaters and streams that may have overflowed their banks, as well as excessive wet ground that obscure otherwise-observable ground features.

Image acquisition shall be accomplished generally between the hours of 10:00 AM and 2:00 PM local time. The sun angle shall not be less than 30 degrees at the time of exposures.

All flight days must occur with reasonably equivalent atmospheric and ground conditions and be within a 10 day window to be determined jointly by the PHOTOGRAMMETRIST and Cooperative. This similar conditions window is meant to attenuate atmospheric or ground condition variability, ensuring consistent tone and contrast throughout the deliverable.

Prior to flight, the Cooperative must give final clearance for image capture.

3.3. Flight Plan

The PHOTOGRAMMETRIST shall prepare a flight plan (ESRI feature class) on a base map consistent with the project area (Section 1: Project Area) and submitted to the Cooperative prior to flight. Additional flight lines shall be prepared as necessary to account for building lean in urban areas.

The flying height for this project should be chosen in accordance with the camera manufacturer's recommended flying height to produce digital orthophotography to the accuracy standards noted previously. PHOTOGRAMMETRIST must provide a flight plan map with the chosen altitude for flight clearly labeled. The flight plan map should also, at a minimum, include the number of flight lines, number of exposures and number of flight line miles.

3.4. Flight Controls

- **Deviation from Specified Flight Altitude**
Deviations from planned flight altitudes shall not exceed 2% low or 3% high of the flight height above mean ground elevation, unless approved prior to flight time in writing by the Cooperative.
- **Deviation from Specified Horizontal Flight Path**
Changes in course between successive photographs/images will not exceed 3 degrees.
- **Endlap**
In accordance with the required use of a linear array scanner for this project, this requirement does not exist.
- **Sidelap**
Sidelap will not be less than thirty (30) percent between parallel flight lines. Any point on any flight line will not deviate from its flight plan location by more than 10% of the width of coverage of the photograph/image. Sidelap error will average less than 5% for optimal coverage.
- **Crab**
Crab must not exceed 5 degrees between any two consecutive images, nor more than 3 degrees on any one flight line.
- **Tilt**
Tilt of the camera from verticality at the instant of each exposure shall not exceed 3 degrees nor shall it exceed 5 degrees between successive exposure stations. Average tilt over the entire project shall not exceed one (1) degree.

- **Reflights**

Aerial photography that is deemed unacceptable, as determined at the Cooperative's sole discretion, and within the provisions herein, must be corrected by the PHOTOGRAMMETRIST at no additional cost. All reflights must be centered on the originally plotted flight lines and must be taken with the same camera system. There must also similar atmospheric and ground conditions to original imagery.

3.5. Imaging Equipment

- **Aircraft**

Only aircraft maintained and operated in accordance with regulations of the Federal Aviation Administration and the Civil Aeronautics Board shall be utilized on this project. Furthermore the Cooperative requires the PHOTOGRAMMETRIST own all their equipment to insure quality control.

- **Aircraft Crew**

Individual crew members must have sufficient experience in flying precise photographic missions for aerial surveys.

- **Camera**

The PHOTOGRAMMETRIST is required to use a large format linear array based digital sensor designed specifically for large-scale photogrammetric mapping.

Digital sensors proposed shall be recognized by the USGS as capable of providing image data to support civil government mapping and orthophotography product development.

Camera calibration reports for the specific sensors proposed for this project shall be provided as a digital file(s) with each respondent's proposal.

The camera must capture simultaneous multi-spectral (RGB and NIR) information. The camera shall utilize Forward Motion Compensation and Airborne GPS/INS system and must also be properly installed on a Gyro-Stabilized Mount.

The digital aerial images shall be clear and sharp in detail and of high radiometric quality. The camera shall capture the images in an uncompressed "lossless" image format. The images shall also be free from image blurs, image artifacts, "cold" or "hot" pixels, color distortion, color balance or tonal problems, or any other type of digital blemish.

If multiple sensor platforms are proposed it must be specifically detailed and advantages associated with a multi-sensor approach should be described.

- **Airborne GPS**

Airborne GPS is an acceptable method to horizontally and vertically control the project imagery. If used, camera position (State Plane coordinate system, NAD 83, x, y, and z) shall be recorded at the instant of exposure with airborne GPS. Airborne GPS data shall be differentially corrected and organized as individual datasets grouped by corresponding digital image groups. The horizontal and vertical root-mean-square errors (RMSE) of the airborne GPS control data shall not exceed those defined by the latest ASPRS standards the scale defined herein. Final post-processed airborne GPS data shall be stored and submitted to the Cooperative in a database or spreadsheet.

3.6. Orthorectification

- **Format & Radiometry**

Delivered orthorectified imagery shall be submitted as a GeoTiff file with accompanying world reference file. Each image shall cover a single PLS section tile for the entire project area.

Digital images shall be radiometrically balanced for uniform color, contrast and brightness from image to image. Samples shall be provided to the Cooperative for approval. Existing aerial samples from previous projects may be requested from the Cooperative.

Photographic details will show clearly in both dark and light regions. Images will be free of spots, scratches, stains, foreign artifacts (digital or otherwise) and other blemishes.

The radiometry of the images shall be 8-bit (0 – 255) per band with no spikes at either end of the image histograms. The imagery shall not be compressed with any type of compression tools.

- **Mosaic**

In addition to full resolution GeoTiff tiles a fully mosaiced product is required. This product is to be produced as a mosaic of all tiles. The PHOTOGRAMMETRIST will describe in their proposal the process to produce, implement, and utilize a reduced resolution dataset in order to achieve efficient use of the digital orthoimagery and integratable with ESRI software. The compressed output shall fit on no more than 2 DVDs, and if split, shall be split on political boundary lines to maximize client usage. Samples may be requested from the Cooperative.

- **Rectification**

The relevant DTM data will be merged with the orientation parameters and the original digital image. A complete differential rectification will be carried out with a specifically developed set of algorithms that remove image displacement due to topographic relief and the tip and tilt of the aircraft at the moment of exposure. The PHOTOGRAMMETRIST will use a cubic convolution resampling technique for image rectification, with an RMSE achieving a final accuracy to meet Class 1 National Mapping Standards.

- **Scale**

Digital orthoimagery must be 1"=100' map scale and must have an output pixel resolution of 6-inches for County-wide aerial deliverable. Digital orthoimagery must be 1"=50' map scale and must have an output pixel resolution of 3-inches for aerial deliverable covering the cities of Auburn and Opelika limits. Interpolation from a coarser input resolution to a finer output is specifically not allowed.

The three inch aerial imagery shall cover the city limits of Auburn and Opelika and be delivered as complete PLS section tiles.

- **Accuracy and Scale Check**

All digital imagery must meet or exceed National Map Accuracy Standards for 1"=100' scale mapping. Each image will be checked by the PHOTOGRAMMETRIST for accuracy. All control points (control panels or photo-identifiable points) that are visible on the imagery will be visited on screen and the x,y coordinates will be displayed. This information will be cross-referenced with the x,y information provided by the original ground survey. Relevant planimetric data, derived from previous aerial photography, will be overlaid (georeferenced) by the Cooperative to the digital orthoimagery as a vector file, which will serve as an additional on-screen check for accuracy and scale of the orthoimagery.

- **Quality Check**

Visible seams or sutures within an image tile or between tiles which exhibit a noticeable "edge" or "displacement" effect will be grounds for rejection. The PHOTOGRAMMETRIST is expected to identify the quality assurance and checking procedures that will be employed to guarantee proper tone balancing and overall image quality.

- **Tiling**
Image tile format will follow a land section layout, with each 1"=100' scale image covering a full PLSS land section. Full tiles are required for the entire project area. Partial tiles will not be accepted except along state lines. The tile naming convention must use the SSTTRR (section, township, range) numbering system.

3.7. Pilot Study

Submittal of a sub-set from the entire project is required and shall consist of a working elevation model, orthographic imagery, and accompanying planimetric features. Prototypes shall be reviewed and approved prior to full production of project datasets. The prototype shall be four (4) whole PLS section representative of the project area and contain a completed sample of all features to be contracted.

Only one copy of the prototype data is required.

3.8. Deliverables

All aerial products will be delivered in quadruplet; one copy for each entity within the Cooperative. Deliverables include:

- ✓ Flight plan
- ✓ Aerial triangulation report
- ✓ Uncompressed, 6-inch, 4-band, orthorectified imagery of entire project area. Image tiles will be complete PLS sections unless otherwise specified, and named based on that tiling scheme.
- ✓ Uncompressed, 3-inch, 4-band, orthorectified imagery cover city limits for Auburn and Opelika. Image tiles will be complete PLS sections, and named based on that tiling scheme.
- ✓ Compressed, mosaiced, orthorectified imagery of entire project area. Compression will be only enough to fit imagery on no more than two (2) DVDs.

4. Digital Terrain Model (DTM)

4.1. General

This section identifies guidelines and specifications for the provision of Digital Terrain Model (DTM) data to the Cooperative. For the purposes of this section, Lidar must be used for DTM capture and supplemented as necessary by 3D break lines (such as road edges, stream banks, and impervious surface edges) to meet the latest USGS NGP Lidar Guidelines and Base Specifications. Checks must be used throughout the project area and the process for Lidar capture, enhancement editing, checkpoints, and equipment.

4.2. Flight Plan

A flight plan must be approved by the Cooperative prior to flight time. Details should follow those outlined in Section 8.3: Flight Plan. Where appropriate the same flight plan may be used for Lidar and image acquisition.

4.3. Flight Controls

Details as applicable should follow those outlined in Section 3.4: Flight Controls.

4.4. Details

- **Quality/ Accuracy**
Lidar capture should follow the latest USGS NGP Lidar Guidelines and Base Specifications and meet or exceed Quality Level 2 specifications of $\geq 2\text{pts/m}^2$.
- **Break lines**
Where applicable under the USGS NGP Lidar Guidelines and Base Specifications break lines shall be created to define interruptions in terrain surface smoothness and facilitate hydro-flattening.
- **Lidar attribution**
The Cooperative expects the following minimum Lidar attribution:
 - ✓ Geometry
 - ✓ Intensity
 - ✓ Return number
 - ✓ Number of returns
 - ✓ Point classification
 - ✓ RGB value
 - ✓ GPS time
 - ✓ Scan angle
 - ✓ Scan direction

4.5. Deliverables

All DTM products will be delivered in quadruplet; one copy for each entity within the Cooperative. Products may be delivered as a single complete file or following a uniform tiling scheme. If using a tiling scheme the PHOTOGRAMMETRIST shall fully describe said scheme. The Cooperative must approve this scheme before receiving any DTM deliverable. Deliverables include:

- ✓ Flight Plan
- ✓ LAS (v1.4) tiles per agreed tiling scheme
- ✓ Digital Surface Model (DSM). This floating point geotiff product would model the top surface of the entire project area.
- ✓ Digital Elevation Model (DEM). This floating point geotiff product would model the bare earth elevation of the entire project area.
- ✓ Breaklines to support DEM
- ✓ One (1) foot contours appropriately smoothed and attributed with base10 index contours as both ESRI feature class and dwg files.

5. Planimetrics

5.1. General

Select features are required to be extracted as planimetric data. This effort shall comprise all new planimetric data extraction rather than updating existing. Because the entities of the Cooperative have slightly different needs some planimetric features are required in certain regions but not in others. Additionally, some planimetric features require additional attribution in some regions but not in others. These details are outlined below. Samples of existing planimetric data will be provided at the PHOTOGRAMMETRIST's request.

5.2. Details

Accuracy shall conform with 1"=100' scale mapping standards.

All planimetric features will be delivered to the Cooperative in both an ESRI file geodatabase as well as appropriately designed DWG files.

5.3. Definitions

Below are definitions for some of the planimetric features.

- **Structures**

The structure (roof outline) shall have at least one side with a minimum length of 20' in order to be collected. Buildings will be compiled as closed polygons. Do not collect window awnings as part of the structure. Collect covered porches/decks and carports if they are part of the roof outline.

Within the Auburn project region building elevation shall be calculated as both max building height (excluding chimneys, poles, copulas, and other anomalies) minus mean elevation at building foundation and mean elevation at roof drip line minus mean elevation at building foundation.

- **Swimming Pools**

All visible in-ground swimming pools, regardless of shape, delineated by interior edge (water) of the pool. Pools will be collected as closed polygons. Do not collect above-ground swimming pools, artificial ponds, landscape ponds/fountains, or low-sided kiddie pools.

- **Edge of Roadways and Centerlines**

Edges of roadway will be captured where applicable for all roads as closed polygons. No distinction will be made between public and private. A distinction shall be made between paved and unpaved surfaces. Collect edge of roadway across top and bottom of bridges and overpasses. Do not break polygons across these features. Collect roads and travel lanes in apartments, industrial complexes, and other such areas. Edge of roadway will connect cleanly at all intersections, acceleration and deceleration lanes and at adjacent model ties. A driveway leading to two (2) or more residences is considered a road. Collect from the main road to the apparent driveway entrance and close off.

Inter-state/state highways: Edge of roadway does not include the shoulder. Collect on outside edge of "Fog Line". Collect acceleration and deceleration lanes as part of the edge of roadway. Collect entrance and exit ramps as part of the edge of roadway. Collect edge of roadway for through ways of rest stops (not parking area).

One centerline will be collected at the center of each set of same direction traffic flow lanes (i.e. Northbound) and one centerline for the opposite direction (i.e. Southbound) will be collected at the center of each set same direction traffic flow lanes. Centerlines will be

collected for exit and entrance ramps and connected to the main paved road centerline. Centerlines will be collected at rest-stop areas and connected to exit/entrance ramps. Do not collect centerlines for acceleration or deceleration lanes. Centerlines will be collected for emergency vehicle crossovers.

Divided roads: Collect edge of roadways for both interior (at base/edge of median) and exterior edges. If curbs exist in urban areas collect a base of curb. Do not include shoulders.

One centerline will be collected at the center of each set of same direction traffic flow lanes (i.e. Northbound) and one centerline for the opposite direction (i.e. Southbound) will be collected at the center of each set same direction traffic flow lanes. A centerline will be developed for lane crossovers i.e. center between breaks in median.

Undivided roads: Collect edge of roadway for exterior edges. If curbs exist in urban areas collect at base of curb. Do not include shoulders. Do not show interior turn lanes.

One centerline will be collected for the multi-lane road dividing opposite directions of traffic flow. If there is a "center turn lane" the centerline will traverse the center of the turn lane. If the multi-lane becomes divided, with median, for less than 500' continue the centerline through the median. If the multi-lane becomes divided for a city block or more use the rules for divided roads.

County Roads: Majority of the county roads do not have shoulders. Collect actual "edge of roadway".

Urban areas streets: collect "edge of roadway" at the base of curb when present.

Unpaved Roadways: Edge of roadway (graded dirt surface or edge of tire tracks) will be captured as unpaved roads. Do not include logging roads, temporary construction roads or off road vehicle trails, etc.

Centerlines shall be captured for all collected unpaved traveled ways throughout the County.

- **Parking Lots**

Paved parking areas, consisting of concrete, asphalt or other impervious/semi-pervious surface, will be captured to the outer extents of the parking area. Driving lanes and access roads shall be captured as edge of roadway where they are external to the parking lot or connecting multiple parking lots. Islands and/or mediums delineated by structure such as curb within the parking lot shall be excluded.

- **Sidewalks**

Delineate all pedestrian sidewalks on public property, schools, or government facilities (~27 square miles) as defined by the supplied Institutional Boundaries dataset, and all other private and public pedestrian sidewalks outside institutional boundaries that are over 100' in overall length.

Sidewalk data shall only be collected within the Auburn and Opelika regions.

Deliver both polygons representing edge of side and centerline of sidewalks.

- **Hydrography**

Hydrography must maintain connectivity throughout the project area. Hydrography features will continue under bridges and through culverts. Breaklines will be collected concurrently with all hydrography features as appropriate.

When hydrography is portrayed as the county boundary or mapping limits the far bank will be delineated.

River/Streams Polygons: Waterways are considered as flowing bodies of water greater than 10' wide. Shoreline will be collected at edge of water line for both sides of the waterway as closed polygons. Discretion will be used to minimize frequent switching where the water width is either more or less than specified width over relative short distances.

Rivers: Represents center of all waterways regardless of width.

Streams: Collect all significant (wet or dry) streams within the mapping area. Snap stream cleanly to other hydrography features (i.e. lake spillway, ponds, rivers etc.)

Hidden River and Stream features will also be collected per the above definitions and attributed as "Hidden" features.

Lakes: A closed body of water greater than or equal to two (2) acres. Collect all Lakes at the interpreted mean water level. Lake (shorelines), where created on rivers, will take precedence over river shorelines. Carefully determine the confluence of the river and lake to determine change in feature codes.

Ponds: A closed body of water less than 2 acres.

Swamp (wetlands): collect all swamps that are identifiable.

5.4. Deliverables

All planimetric products will be delivered in quadruplet; one copy for each entity within the Cooperative. Products must be delivered within an ESRI file geodatabase as well as appropriately designed DWG files. Each feature class must cover the entire project area regardless of special considerations for specific regions (i.e. Structures will be a single feature class for the whole project area even though features within the Auburn region have additional attribution). Deliverables include:

Group	Layer	Geometry	Notes
Structures	Buildings	Polygon	Auburn region building elevations
	Tank/Silo	Polygon	Auburn region building elevations
	Mobile Home	Polygon	Auburn region building elevations
	Swimming Pools	Polygon	
Transportation	Edge of Roadway	Polygon	Paved and unpaved roadways
	Roadway Centerlines	Line	
	Paved Parking Lots	Polygon	Auburn region only
	Sidewalks	Polygon/Line	Auburn & Opelika regions only
Hydrography	Rivers	Polygon	
	Rivers	Lines	
	Streams	Lines	
	Lake	Polygon	
	Pond	Polygon	
	Swamp	Polygon	

RESOLUTION NO. 350-19

Agreement to fund Super 7 Football Championship.

RESOLUTION NO. _____

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

AND THE CITY OF OPELIKA

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

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

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

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

WHEREAS, the Agreement will bring the best fourteen high school football teams to Auburn University's Jordan Hare Stadium to face off for the championship title in their respective divisions; and

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

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

Year	Date of Payment (no later than)	Amount
2022	October 1, 2022	\$75,000
2026	October 1, 2026	\$75,000
2028	October 1, 2028	\$75,000
2032	October 1, 2032	\$75,000

; and

WHEREAS, the City Council has determined and hereby declares that a public purpose is served by said \$75,000 annual appropriations to AHSAA, i.e. the promotion of tourism in the City of Opelika.

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

1. That the proposed Super 7 Football Championship Game Agreement to be entered into by and among AHSAA, AOTB, Auburn and Opelika, a copy of which is attached hereto and

marked Exhibit “A”, be and the same be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and to carry out fully the transactions contemplated therein on behalf of the City.

3. That for the purpose of sponsoring the Super 7 Alabama High School Athletic Association’s State Football Championships in Auburn, Alabama, the City does hereby appropriate the following amounts to the AHSAA:

Date of Payment	Amount
October 1, 2022	\$75,000
October 1, 2026	\$75,000
October 1, 2028	\$75,000
October 1, 2032	\$75,000

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

Resolution and the attached Agreement.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

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

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of October, 2019 by and between the Alabama High School Athletic Association, an Alabama non-profit corporation (hereinafter "**AHSAA**"); the Auburn Opelika Tourism Bureau, a convention and visitors bureau located in Lee County, Alabama (hereinafter "**AOTB**"); the City of Auburn, AL, a municipal corporation located in Lee County, Alabama (hereinafter "**Auburn**"); and the City of Opelika, AL (hereinafter "**Opelika**"), a municipal corporation located in Lee County, Alabama.

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

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

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

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

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

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

and Opelika 10.23.19 (350-19 : Approving Funds for Super 7)

Attachment: 2021-2032 Super 7 Agreement Auburn

2. Term. This agreement will be for the 2022, 2026, 2028 and 2032 football seasons. At the conclusion of the 2026 Championships, AHSAA, AOTB, Auburn, and Opelika agree to evaluate the terms of the agreement for the 2028 and 2032 Championships and this agreement may be terminated by AHSAA or AOTB, Auburn, and Opelika on at least thirty (30) days written notice to all parties no later than June 1, 2027 as outlined in Section 22 herein.

3. Date and Time of the Championships. The schedule and dates for the Championships are attached herewith in Exhibit A. The AHSAA reserves the right to alter the Super 7 format, game times, and/or its classification structure in order to best serve the needs of the AHSAA, its member schools, and administration of football as a part of its overall athletics program with no additional costs to the AHSAA. For each year the Championships are played at Jordan Hare Stadium, AHSAA will set the times of the Championships and select the day and time each participating team plays at AHSAA's discretion. Auburn-Opelika not the AHSAA, will be responsible for and reimburse the University for any additional charges the University may charge in the event the Championships format is altered during the term of this agreement.

4. Lease of Jordan Hare Stadium. AOTB agrees to make and enter a lease ("Permissive Use Agreement") with the Board of Trustees of Auburn University, a public corporation, for and behalf of Auburn University (hereinafter "University") for the full and exclusive use of the facility known as Jordan Hare Stadium (consisting of Jordan Hare Stadium and adjacent parking areas under the control of either the University or Auburn) for the Championships on terms and conditions set forth in the permissive use agreement marked as Exhibit B attached hereto. The permissive use agreement recognizes that a fixed, flat-fee will be charged for stadium personnel, stadium and parking operations, and set-up and clean-up charges at the University's normal rate in the amount of one hundred thousand dollars (\$100,000.00) each year during the Term of this Agreement. Auburn-Opelika, not the AHSAA, will be responsible for and reimburse the University for any additional charges the University may charge in the event fixed, flat-fee of one hundred thousand dollars (\$100,000.00) is increased during the term of this agreement.

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

- (a) Jordan Hare Stadium.** AHSAA will have the full and exclusive use of Jordan Hare Stadium (consisting of Jordan Hare Stadium and certain parking areas under the control of either the University or Auburn), on terms and conditions set forth in Section 4 herein and as set forth in the permissive use agreement between the University and AOTB specified in Section 4 herein and attached as Exhibit B.
- (b) Stadium Access/Credentials.** Pursuant to Section 4 herein and Exhibit B, AHSAA, AOTB, the University and their respective officers, agents and employees engaged in the operation, promotion and/or production of the Championships or their official duties, will have the right to enter upon and to have free access to the premises at any and all times, so long as said employees, officers, agents receive and/or possess proper credentials approved by AHSAA. All media credentials, game management credentials and all hospitality passes

shall be under the exclusive control of and distributed by AHSAA.

- (c) **AHSAA Eastside Skyboxes at Jordan Hare Stadium.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available to AHSAA, at no cost to the AHSAA, thirty-five (35) total skyboxes on the 3rd and 4th floors of skyboxes on the east side of Jordan Hare Stadium for AHSAA, AHSAA officials, AHSAA VIPs and AHSAA sponsors. AOTB, the University and AHSAA will conduct an annual agreement review at a mutually agreeable time to discuss current AHSAA sponsorship needs that may necessitate use of additional skyboxes inside Jordan Hare Stadium.
- (d) **East Skyboxes and President's Box.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available to AHSAA, at no cost to the AHSAA, the exclusive use of the 3rd Floor East Skyboxes and President's Suite during the Championships.
- (e) **Press Box and Media Interview Rooms.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available to AHSAA, at no cost to the AHSAA, the exclusive use of the press box and media interview rooms in the Stadium. The Press Box will include without limitation seating for media members in excess of 120, use of the photo deck, separate booths for TV, 3 booths for Radio, 2 booths for coaches plus two (2) additional booths for other use. The University will also make available complimentary telephone lines, Ethernet connections, and wireless internet service throughout the press box and media interview rooms.
- (f) **Scoreboards and Video Boards.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available to AHSAA, all scoreboards, ribbon boards, video boards and/or digital signage displays. The cost for these items is included in the flat fee cost in Section 4 herein and Exhibit B. AHSAA shall have the right to display commercial logos and messages on digital signage displays so long as the commercial logos and messages do not conflict with University third party agreements and NCAA compliance rules and regulations.
- (g) **Additional Suite Hospitality Areas.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available to AHSAA, at no cost to the AHSAA, the exclusive use of the Tiger Walk Club hospitality and seating areas and the Harbert Family Recruiting Room for volunteers, AHSAA VIPs, AHSAA sponsors, AHSAA officials, AHSAA coaches and Championship upgraded ticket holders.
- (h) **Trainers, Training/First Aide Rooms, First Aide and Medical Services, Medical Personnel and Ambulances.** Pursuant to Section 4 herein and Exhibit B, AOTB will supplement the on-field student-athlete athletic training services provided by AHSAA's exclusive sponsor of training services, Encore Rehabilitation, and provide the necessary training/first aide rooms, first aide and emergency medical services, medical personnel, and ambulances necessary for the Championships. The costs for these services are included in the flat fee cost in Section 4 herein and Exhibit B.
- (i) **Security, Fire, Police, Event Staff, Health and Safety.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide the Security, Fire, Police, Event Staff and Health and Safety personnel and equipment necessary for routine safety, crowd control and

emergency management during the Championships. The costs for these services are included in the flat fee cost in Section 4 herein and Exhibit B. AOTB, Auburn, Opelika, and University officials will present the security and emergency plans to the AHSAA for approval at least one month prior to the Championships and must employ the same safety and security standards, equipment, and resources including advanced screening (metal detectors) utilized for Auburn University Gameday Operations.

- (j) **Game Operations Staff.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide Game operations personnel including the public address (PA) announcer, media (internal press box) announcer, scoreboard operator(s), and statistics reporting personnel and equipment for the Championships. The costs for the Game Operations staff are included in the flat fee cost in Section 4 herein and Exhibit B.
- (k) **Field Crew.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide a field crew to prepare playing surface for the Championships daily prior to each day of the Championships including without limitation painting the field stripes and yard line markers and painting AHSAA and Championship logos on the field. The cost of the Field crew is included in the flat fee cost in Section 4 herein and Exhibit B. AHSAA to have final approval of all logos placed on playing field.
- (l) **Locker Rooms.** Pursuant to Section 4 herein and Exhibit B, at no cost to AHSAA, AOTB will provide four (4) team locker rooms for the Championships with available restroom facilities and showers including the home locker room of the University. AOTB will further provide locker room(s) for officials during the Championships that will include complimentary fruit, snacks and refreshments.
- (m) **Ticket Operations Spaces.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide ticket operations spaces to facilitate ticket sales at multiple locations based on venue's best points of entry with adequate seating, heating and/or air conditioning, power, and network capabilities to support cash and credit card ticket sales
- (n) **Volunteers and Stadium Operational Staff.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide the necessary volunteers, volunteer uniforms/vests, and stadium operational staff for the Championships including without limitation, stadium management, ushers, bag checkers, ticket sellers, ticket takers, will-call window workers, audio system operators, message system and/or video display operators, parkers, spotters, and personnel involved in the maintenance and/or cleanup of the Stadium for the Championships. The cost of any and all volunteers and stadium and operational staff is included in the flat fee cost in Section 4 herein and Exhibit B.
- (o) **Utilities/Shops Personnel.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide reasonable heating and air conditioning and light during the Championships and furnish water by means of appliances heretofore installed for ordinary toilet purposes. The cost for utilities, electricians, HVAC, plumbing, grounds, custodial, copy technician and labor required for the Championships is included in the flat fee cost in Section 4 herein and Exhibit B.

- (p) **Trash Cans, Tables, Towels, Chairs, Copiers, Fax Machine and Paper.** Pursuant to Section 4 herein and Exhibit B, AOTB will provide all trash cans, tables, chairs, security dividers (bicycle racks), towels (officials and team), chairs, marquee signs, hospitality and media coolers, power cords, money drawers, copiers (2), and paper necessary for the Championships. The cost for these items required for the Championships is included in the flat fee cost in Section 4 herein and Exhibit B.
- (q) **Hotel Rates.** AOTB has made written arrangements for the Auburn University Hotel and Conference Center to serve as the AHSAA Host Hotel for the Championships under terms and conditions attached herewith as Exhibit C.
- (r) **Parking.** For each game, AOTB will make available to AHSAA pursuant to Section 4 herein and Exhibit B, parking signage, parking personnel and three hundred and fifty (350) prime parking spaces located in lots closest to the stadium. AHSAA will be permitted to use the number of spaces and lots for AHSAA officials, AHSAA VIPs, AHSAA Sponsors, and Media at AHSAA's discretion and designate an additional lot as handicap parking. In the event AHSAA spaces are taken by newly constructed structures, the AOTB and/or the University will provide the number of spaces taken by construction at the nearest available lot to the stadium. The number of spaces and location of remote parking spaces along with bus shuttle services and/or areas for fans of the Championships will be mutually agreed upon by AHSAA and the University. The costs for parking services and bus shuttle services in this section are included in the flat fee cost in Section 4 herein and Exhibit B.
- (s) **Signage.**
- (i) Pursuant to Section 4 herein and Exhibit B, AOTB will secure permission from the University for AHSAA to display commercial signage in the playing and seating areas of Jordan Hare Stadium, including, but not limited to, the Upper Decks, North and South Endzone walls and seating areas, and all fences visible from the seating areas. The display of commercial signage of AHSAA sponsors will be permitted so long as the commercial signage does not conflict with existing University agreements with third parties.
 - (ii) AOTB will also obtain the right for AHSAA to place temporary event and directional signage in the playing and seating areas as well as the public walkways inside and outside the stadium. Such signage may be displayed throughout the Stadium and integrated on items including, but not limited to, signs, banners, coolers, cups, squeeze bottles, t-shirts, trash-cans, and items of a similar nature with approval from the University.
- (t) **Kickoff Luncheon.** On Wednesday afternoon prior to the Championships, AOTB will provide a Kickoff Luncheon in the Tiger Walk Club hospitality area with a VIP guest speaker for up to two hundred (200) people.
- (u) **AHSAA Coaches Breakfast.** AOTB will work with local organizations and provide a Coaches Breakfast in the Tiger Walk Club hospitality area for up to two hundred (200) people with a guest speaker during the Championships.

(v) **Media/Hospitality Food.** AOTB will provide donated meals from third party vendors for AHSAA, Media, AHSAA VIPs, AHSAA Sponsors, and AHSAA Coaches and officials during the Championships for the Hospitality areas; President's Suite, East Skyboxes, and Press Box. AOTB will purchase any and all meals for AHSAA and the media only according to Stadium rules and regulations in the event AOTB does not obtain enough donated food for the Championships.

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

- (a) AHSAA staffmembers and third party event managers to work in conjunction with University officials to oversee and conduct operations of the Championships.
- (b) Game officials, game and play clock operators, chains crew, and officials coordinators
- (c) Trophies and awards
- (d) Championship game balls
- (e) Certified athletic training staff and medical doctors to oversee coverage of the student-athletes
- (f) Temporary event and directional printed signage for the Championship
- (g) Game scripts and timelines including award ceremony scripts

7. **Tickets.** AHSAA shall use AHSAA ticketing vendor(s) to sell Championship tickets online and during the Championships at Jordan Hare Stadium. Pursuant to Section 4 herein and Exhibit B, AOTB will provide AHSAA box office space at Jordan Hare Stadium to sell tickets during the Championships. In exchange for financial support, one-hundred fifty (150) tickets per day of the Championships will be provided to AOTB at no charge to use at their discretion.

8. **Financials.**

- (a) Auburn, Opelika and AOTB agree to provide financial support to the Championships in the following amounts with each payment by the Auburn, Opelika and AOTB directly to the AHSAA as follows:

<u>Year</u>	<u>Amount</u>	<u>Payment due no later than:</u>
2022	Auburn \$75,000	\$75,000 due October 1, 2022
	Opelika \$75,000	\$75,000 due October 1, 2022
	AOTB \$50,000	\$50,000 due December 10, 2022

2026	Auburn \$75,000	\$75,000 due October 1, 2026
	Opelika \$75,000	\$75,000 due October 1, 2026
	AOTB \$50,000	\$50,000 due December 10, 2026
2028	Auburn \$75,000	\$75,000 due October 1, 2028
	Opelika \$75,000	\$75,000 due October 1, 2028
	AOTB \$50,000	\$50,000 due December 10, 2028
2032	Auburn \$75,000	\$75,000 due October 1, 2032
	Opelika \$75,000	\$75,000 due October 1, 2032
	AOTB \$50,000	\$50,000 due December 10, 2032

- a. AHSAA will reimburse AOTB the flat fee (\$100,000.00) charged by the University for the Championships as indicated herein in Section 4, Section 5 and in Exhibit B, each year during the Term of this Agreement. AHSAA will not be responsible for any Stadium or Parking charges above and beyond the flat fee charged by the University for the Championships.
- b. At the conclusion of the 2026 Championships, AHSAA, Auburn, Opelika, and AOTB agree to evaluate the rental payment amount(s) and financial support amount(s) outlined in Section 8 herein for the 2028 and 2032 Championships. Any adjustments made to the rental payment amount(s) and financial support amount(s) will be mutually agreed upon in writing by all parties.
- c. Should any party herein default, this Agreement will be null and void for any and all remaining years and will be renegotiated for any future events.

9. **Exclusive Telecast Rights, Broadcast Rights.** AOTB will make available to AHSAA, pursuant to Section 4 herein and Exhibit B, the exclusive right to contract for and to receive all fees generated by any telecast, retelecast, webcast, videotape, DVD, archive, broadcast and rebroadcast of the Championships. All Telecast and Broadcast rights are and will remain AHSAA's property before, during and after the agreement expires or is otherwise terminated.

10. **Merchandise/Apparel/Program Sales.** AOTB will make available to AHSAA pursuant to Section 4 herein and Exhibit B, the exclusive right for AHSAA, or any entity authorized by AHSAA, to have control of all merchandise, apparel and program sales inside and outside of the Stadium during the Championships and AHSAA shall retain all revenue from said sales. AOTB will provide areas to

facilitate sales at multiple locations based on venue's best points of entry with access to adequate power to support cash and credit card ticket sales

11. **Championship Production Requirements.** AHSAA will file with the Stadium, pursuant to Section 4 herein and Exhibit B, no later than (5) days prior to the Championships, all production requirements, Championship pre-game, game, halftime, post- game plans, ideas, game scripts, video commercials, logos, equipment set ups, and any additional information required by the Stadium for successful presentation of the Championships.
12. **Food and Beverage Services.** Pursuant to Section 4 herein and Exhibit B, AOTB will make available all food and beverage service, concessions and catering operations in the Stadium according to University third party agreements. AHSAA reserves the right to negotiate with third party concession vendor of the Stadium and receive a percentage of concession sales. AHSAA is prohibited from the sale of food, beverages or other concession items during the Championships. AHSAA may provide donated food and beverage for any AHSAA back of house, hospitality, and/or media areas. AOTB will provide AHSAA a list of approved catering vendors including Stadium's third party catering or concessions vendor(s) approved for use in the Stadium including skyboxes during the Championships.
13. **Alcoholic Beverages.** The possession, service and consumption of alcoholic beverages in the Stadium is prohibited.
14. **Insurance.** AOTB and AHSAA shall maintain in effect at all times during the Term of this Agreement, commercial general liability insurance in the amount of \$2 million for injury or death to one person, \$2 million for injury or death to more than one person and \$2 million for property damage. A minimum of forty-eight (48) hours prior to commencement of the Championships, each party will provide a certificate of insurance to the other party evidencing the foregoing. Each such policy shall name each party as an additional insured. No material change, reduction, cancellation or non-renewal of a party's policy shall become effective until thirty (30) days from the date written notice thereof is actually received by each party. Any additional insurance required by the University will be the responsibility of the AOTB.
15. **Indemnification.** AOTB and AHSAA agree to defend and indemnify the other party and its directors, employees and agents, against claims, suits or actions arising out of a material breach by either party of any material provision of this Agreement, and any intentional or negligent harmful acts or omissions by either party related to the provisions of this Agreement.
16. **Spectator Conduct.** AOTB will make available to AHSAA pursuant to Section 4 herein and Exhibit B, the right to refuse admission to or cause to be removed from the Stadium any person it determines presents a risk to the health and safety

of others, interferes with the orderly conduct of the Stadium or the Tournament, or for any other reasonable cause. AHSAA will accept no responsibility for the conduct of participants, spectators or any other persons in or about the Stadium other than their own employees who are acting within the scope of their employment or agency. AHSAA, AOTB and the University shall cooperate with one another in enforcing access policies established by the University and AHSAA, which policies shall be mutually agreed upon prior to the Championships.

17. **AHSAA Care and Use of Jordan Hare Stadium.** In its occupancy of and its activities in Jordan Hare Stadium during the Term of the Agreement, AHSAA will observe all laws of the State of Alabama and of the City and all rules and regulations of the University. AHSAA will use the premises solely for the purposes herein provided and shall not permit said premises or any part thereof to be used for any unlawful or immoral purpose. AHSAA, its agents and/or employees shall perform no act which will in any way mar, deface or injure any part of said Stadium. AHSAA shall take no action that would result in the Stadium being damaged, normal wear and tear excepted; provided, however, that the AHSAA shall not be responsible for the actions or inactions of spectators, players, coaches, or other individuals outside the control of AHSAA. AHSAA shall pay to the University, on demand, such sum as shall be reasonably necessary to repair any damage caused by AHSAA, its agents or employees during the Championships.
18. **Force Majeure.** No party shall be responsible for any performance under this Agreement when prevented from doing so by an act of God, war, terrorism, riot, catastrophe, weather phenomenon, or any other legitimate condition that is unforeseeable and beyond the reasonable control of a party. If such acts or conditions occur, no party shall be liable for any damage which the other party may suffer; provided, however, that all parties hereby agree to use reasonable efforts to reschedule the use of the Stadium for the Championships at a time mutually agreeable by AHSAA and the University.
19. **Assignment.** No party shall assign or sublease this Agreement without the prior written consent of each party, which consent shall not be unreasonably withheld.
20. **Governing Law.** This Agreement and any modifications thereto shall be governed, construed and enforced under the laws of the State of Alabama.
21. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment or modification of or supplement to this Agreement shall be valid or effective unless the same in writing and signed by the party against whom it is sought to be enforced.
22. **Notice.** Notice by any party hereunder shall be deemed given when (a) hand delivered, (b) mailed, postage prepaid, certified or registered, return receipt

requested, or (c) sent by guaranteed twenty-four (24) hour delivery service, addressed to the other party at the addresses set forth below; provided that either party may, by written notice to the other party as set forth herein, change the address to which any such notice shall be sent.

If to AHSAA,
Alabama High School Athletic Association
 P.O. BOX 242367
 Montgomery, AL 36124-2367

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

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

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

Executed by the parties the date first above written

AHSAA:

Alabama High School Athletic Association

By: _____

Name: _____

Its: _____

AOTB:

Auburn Opelika Tourism Bureau

By: _____

Name: _____

Its: _____

and Opelika 10.23.19 (350-19 : Approving Funds for Super 7)

Attachment: 2021-2032 Super 7 Agreement Auburn

AUBURN:

City of Auburn, Alabama

By: _____

Name: _____

Its: _____

OPELIKA:

City of Opelika, Alabama

By: _____

Name: _____

Its: _____

EXHIBIT A**SUPER 7 FOOTBALL CHAMPIONSHIPS GAME SCHEDULE*****Subject to Change***2022 SEASON**

Wednesday – November 30, 2022 – Unified (3:30PM) and 7A (7PM)

Thursday – December 1, 2022 – 3A (11AM), 1A (3PM), 5A (7PM)

Friday – December 2, 2022 – 4A (11AM), 2A (3PM), 6A (7PM)

2026 SEASON

Wednesday – December 2, 2026 – Unified (3:30PM) and 7A (7PM)

Thursday – December 3, 2026 – 3A (11AM), 1A (3PM), 5A (7PM)

Friday – December 4, 2026 – 4A (11AM), 2A (3PM), 6A (7PM)

2028 SEASON

Wednesday – December 6, 2028 – Unified (3:30PM) and 7A (7PM)

Thursday – December 7, 2028 – 3A (11AM), 1A (3PM), 5A (7PM)

Friday – December 8, 2028 – 4A (11AM), 2A (3PM), 6A (7PM)

2032 SEASON

Wednesday – December 1, 2032 – Unified (3:30PM) and 7A (7PM)

Thursday – December 2, 2032 – 3A (11AM), 1A (3PM), 5A (7PM)

Friday – December 3, 2032 – 4A (11AM), 2A (3PM), 6A (7PM)

EXHIBIT B**JORDAN HARE STADIUM LEASE FOR 2022, 2026, 2028, 2032**

and Opelika 10.23.19 (350-19 : Approving Funds for Super 7)

Attachment: 2021-2032 Super 7 Agreement Auburn

EXHIBIT C**AUBURN UNIVERSITY HOTEL AND CONFERENCE CENTER HOTEL**
CONTRACT FOR 2022,2026,2028,2032

and Opelika 10.23.19 (350-19 : Approving Funds for Super 7)

Attachment: 2021-2032 Super 7 Agreement Auburn

RESOLUTION NO. 351-19

Refund to OCS per Refunding Agreement.

RESOLUTION NO. _____

**RESOLUTION APPROVING REFUND OF OCS FUNDING
AGREEMENT PAYMENTS TO OPELIKA CITY SCHOOLS**

WHEREAS, the City of Opelika, Alabama (the “City”), at the request of Opelika City Schools (“OCS”), has issued debt to finance capital improvements as provided under the laws of the State of Alabama; and

WHEREAS, OCS has a Funding Agreement with the City pursuant to which OCS will make required debt service payments out of local revenue sources; and

WHEREAS, the Controller has determined that OCS made Funding Agreement payments in error to the City for FY 2017 in the amount of \$25,174.89; and

WHEREAS, the Controller has determined that OCS made Funding Agreement payments in error to the City for FY 2018 in the amount of \$25,080.83; and

WHEREAS, OCS requested a refund of said payments paid in error in the aggregate amount of \$50,255.72; and

WHEREAS, the Controller has recommended that the City refund to OCS the sum of \$50, 255.72, a copy of the Controller’s recommendation being attached hereto as Exhibit “A”.

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

1. That the Controller is hereby authorized and directed refund to OCS the sum of \$50,255.72 for Funding Agreement payments made in error.
2. That the Controller is hereby authorized to prepare and process the appropriate documents so that a refund check in the amount of \$50,255.72 can be printed payable to Opelika City Schools, P.O. Box 2469, Opelika, AL 36803-2469 for the refund of OCS School Funding Agreement payments made in error.
3. That the City Clerk is hereby authorized to sign and mail said check to the address as specified in paragraph number 2 above.

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

APPROVED AND ADOPTED this _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL

ATTEST:

CITY CLERK



October 16, 2019

To Whom it May Concern:

I have investigated Opelika City Schools' Refund Request that it made OCS funding agreement payments for FY 2017 in the amount of \$25,174.89 and FY 2018 in the amount of \$25,080.83 in error. Those payments were made in error because OCS failed to alert the City that it had entered into a contract, agreement or other arrangement by the Opelika City Board of Education in connection with Alabama Public School and College Authority (APSCA) Pool Bonds, Series 2016-A, which affected the calculation of the amount due by OCS to the City for FY 2017 and FY 2018. After entering the APSCA Series 2016-A debt service schedule into the spreadsheet which calculates the amounts due by OCS to the City, the amount due for FY 2017 and FY 2018 is zero. Therefore, I agree that the City does in fact owe OCS a refund in the amount of \$50,255.72.

Sincerely,
Cindy Boyd
Controller
City of Opelika, AL

ACCOUNTING/FINANCE

204 South 7th Street • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-5181
(f) 334-705-5187
www.opelika-al.gov

Attachment: CM 11-05-19, refund to OCS oer Refunding Agreement, 10-17-19 (351-19 : Refund to OCS per Refunding Agreement.)



RESOLUTION NO. 352-19

Issuance of G.O. refunding warrants, Series 2019.

RESOLUTION NO. _____

**A RESOLUTION APPROVING
THE FRAZER LANIER COMPANY, INCORPORATED, AS INVESTMENT BANKER,
IN CONNECTION WITH THE ISSUANCE OF
GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2019
FOR THE CITY OF OPELIKA, ALABAMA**

Whereas, the City of Opelika, Alabama (the “City”), acting by and through its governing body, the City Council (the “Council”), is considering the issuance of (i) approximately \$2,425,000 General Obligation Refunding Warrants, Series 2019 (the “Tax-Exempt Series 2019 Warrants”) in order to partially refund and retire the City’s General Obligation Warrants, Series 2010-A, and (ii) approximately \$41,650,000 Taxable General Obligation Refunding Warrants, Series 2019 (the “Taxable Series 2019 Warrants” and, together with the Tax-Exempt Series 2019 Warrants, the “Series 2019 Warrants”) in order to partially refund and retire the City’s General Obligation Warrants, Series 2011, and

Whereas, the City hereby engages The Frazer Lanier Company, Incorporated (“Frazer Lanier”), as Investment Banker, to assist the City with the issuance of the Series 2019 Warrants;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OPELIKA, ALABAMA, as follows:

1. Frazer Lanier is hereby directed to proceed with preparation of all documents and information necessary to prepare the City to enter the market for the issuance of the Series 2019 Warrants.

2. Should the City, in its sole discretion, elect not to proceed with the issuance of the Series 2019 Warrants, no fees nor expenses shall be charged by Frazer Lanier to the City.

Duly adopted this _____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

President of the City Council

Opelika, Alabama

ATTEST:

City Clerk - Treasurer

RESOLUTION NO. 353-19

Appropriation contract FY2020, Employer's Child Care Alliance.**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 Employer's Child Care Alliance, 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 Employer's Child Care

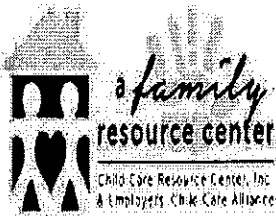
Alliance, and retain one copy.

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

President City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

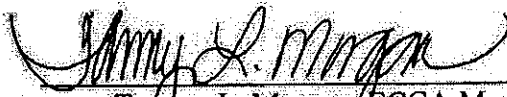


Employers' Child Care Alliance
City of Opelika
Contract

As a partner of the Employers' Child Care Alliance, the City of Opelika will invest \$6,000 in the Alliance to support the implementation of the projects for the 2019-2020 fiscal year. (October 1, 2019-September 30, 2020)

The description of specific projects and services supported by this contribution follows:

- 1) Child Care Resource and Referral services for employees of City of Opelika (including employee families moving to the top of waiting list at participating child care centers), and data base search of child care for the Opelika Police department.
- 2) Quality Enhancement Partnership-City of Opelika helps sponsor a child care program where city employee families' children are enrolled, providing free training scholarships for teachers and the program's participation in the STEPS to Accreditation program.
- 3) Non-Standard Child Care- continuation of recruitment program of child care providers for types of care outside the typical 7:00 -5:00 care; development of child care referral listing for evening, back-up and mildly ill care.
- 4) ECCA Management-overall management services for all project development, implementation and expansion.
- 5) FAMILY RESOURCE CENTER-Child Care Resource Center Inc (CCRC) in partnership with Employers' Child Care Alliance, has recently opened a Family Resource Center located in Opelika. The Family Resource Center will serve to reconnect families with their community through seamless services, education and awareness.


Tammy L. Morgan, ECCA Manager
Child Care Resource Center


Mayor Gary Fuller
City of Opelika

RESOLUTION NO. 354-19

Appropriation contract for FY2020, Arts Assoc. of East Alabama.**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 Arts Association 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 have one copy delivered to the Opelika Arts Association, 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

2019-2020 Contract

This is an agreement between the Arts Association of East Alabama and the City of Opelika for the fiscal year 2019-2020. In consideration of the annual appropriation of \$50,000 awarded by the City, the Arts Association provides the following services to the citizens of this area:

- A Performance Series, including performances of nationally and internationally renowned artists; orchestra, Broadway, dance, and theater tours
- The Adventure Series, which provides several thousand students, K-12, from throughout Lee County performances by major national children's theater companies at the Opelika Center for the Performing Arts
- The Scholarship Program, providing scholarships for auditioned high school students, and youth arts scholarships for summer study programs
- Professional development for classroom teachers in affiliation with the John F. Kennedy Center for the Performing Arts *Partners in Education* program
- Partners with Opelika City Board of Education in program development for the Opelika Center for the Performing Arts
- Partners with Envision Opelika in program development and historic renovation of the Southside Center for the Arts
- Sponsoring performances by the East Alabama Arts Civic Chorale
- Sponsoring performances by the East Alabama Community Band

Phillip Preston
Director of Programs

Gary Fuller
Mayor, City of Opelika

RESOLUTION NO. 355-19

Special appropriation to Chamber of Commerce, Lee Co. Young Leaders.**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 Lee County Young Leaders 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 class of the Lee County Young Leaders.

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, Lee County Young Leaders 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 the Lee County Young Leaders 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