OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
204 South 7th Street
November 18, 2019
TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE
    1. Serra Phatsadavong and Brelyn Ware from Carver Primary School.

5. READING OF MINUTES
    1. Minutes from the 11-05-19 city council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. Nomination to the Historic Preservation Commission.
    2. October 2019 Monthly Building Report
    3. Proclamation for Epilsepsy Awareness Month.

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS

12. AWARDING OF BIDS
    1. Repair Voltage Regulators - OPS
    2. One (1) 2020 F550 Cab and Chassis with Aerial Device - OPS

13. RESOLUTIONS
    1. Expense reports from various departments.
    2. Designate City Personal Property Surplus & Authorize Disposal
    3. Purchase - (2) Zero Turn Mowers - State Contr #T225 - P/W
    4. Purchase - (1) 2019 Ford F150 Supercab - State Contr #T191A - PW
    5. Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contr #041217-WQI - OES
    6. Purchase - (1) Kubota Tractor - Sourcewell Contr #021815-KBA - PW
    7. Purchase - (1) 2019 Pac-Mac Knuckleboom - Sourcewell Contr #081716-KTC - OES

8. Purchase - Liveaction Software & Maint 3-Yr Contract - Nat IPA Contr #2018011-01 - IT
9. Special Use Permit with Verizon at 269 Lee Road 711.
10. Designate person for EMMA reporting requirements.
11. Contract for Vision Care Insurance with Vsp Vision Care - H/R.

14. ORDINANCES
    1. Amend City Code, Section 16-369, parking regulations for disabled - 1st Reading.

15. APPOINTMENTS
    1. Vacant position on the Historic Preservation Commission. Term end 8-19-20.

16. ADJOURN
    1. Character Trait of the Month - Gratitude, the feeling of being thankful or grateful.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/18/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3818

CM MINUTES (ID # 3818)

Minutes from the 11-05-19 city council meeting.

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 _____ 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 - 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

SCHEDULED

Meeting: 11/18/19 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3819

MAYOR'S REMARKS (ID # 3819)

October 2019 Monthly Building Report

CITY OF OPELIKA alabama

BUILDING INSPECTIONS
700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Monthly Permits For October, 2019

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	8
Plumbing Upgrades	4	2
Electrical Upgrades	2	5
Mechanical Upgrades	2	4
Reroofs And Roof Repairs	3	1
Mobile Home Services	0	6
Building Additions/Accessory Structures	0	7

Monthly Totals For October 2009-2019

2010	$3,348,351.00
2011	$3,170,587.00
2012	$2,439,726.00
2013	$12,274,641.00
2014	$8,025,650.00
2015	$5,625,290.00
2016	$4,099,031.00
2017	$5,763,691.00
2018	$5,740,064.33
2019	$ 14,555,844.70

Total Permits Issued:

1	New Buildings: Commercial	$3,511,011.00
4	Commercial Renovations And Repairs	$182,342.00
5	Signs	$19,150.00
37	New Single Family Homes	$10,432,175.70
15	Residential Repairs And Renovations	$411,166.00
	New Apartment Units	$0.00
	New Duplex Residences	
	Total Building Permits Issued	

Total Permits Issued For October, 2019 **$14,555,844.70**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

CITY OF OPELIKA alabama

BUILDING INSPECTIONS
700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Fiscal Year To Date Report - 2020

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	7	22
Plumbing Upgrades	1	11
Electrical Upgrades	6	13
Mechanical Upgrades	6	13
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	7

Yearly Totals For Oct. 1st - Sept. 30th	
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$192,080,600.00
2016	$127,079,852.00
2017	$166,673,506.00
2018	$111,654,002.74

Total Permits Issued:

1	New Buildings: Commercial	$3,511,011.00
4	Commercial Renovations And Repairs	$182,342.00
5	Signs	$19,150.00
37	New Single Family Homes	$10,432,175.70
15	Residential Repairs And Renovations	$411,166.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
0	Total Building Permits Issued	$0.00

62	Permit Total Issued for FY 2019	$14,555,844.70

Jeff Kappelman
JEFF KAPPELMAN
Chief Building Inspector

City of Opelika Building Inspections Department
October 2019 Monthly Building Report

Issue Date	Main Address	Work Class	Company	Valuation
10/1/2019	2100 INDUSTRIAL BLVD	New	BID GROUP CONSTRUCTION US INC	$ 3,511,011.00
10/2/2019	505 N 8TH ST	Roofs	DOUG HORN ROOFING	$ 6,000.00
10/2/2019	125 JETER AVE	New Single Family Detached	COLVIN EVANS CONSTRUCTION	$ 71,500.00
10/3/2019	2100 BEVERLY DR	New Single Family Detached	LANDMARK PROPERTIES LLC	$ 349,000.00
10/3/2019	764 OWENS WAY	New Single Family Detached	STONE MARTIN BUILDERS	$ 265,569.00
10/3/2019	400 HILLFLO AVE	Accessory Buildings	Jon and Kelli Howard	$ 20,000.00
10/3/2019	818 LILLY CT	New Single Family Detached	STONE MARTIN BUILDERS	$ 361,305.00
10/3/2019	1309 LIVE OAK CIR	Swimming Pool	BACKYARD EXPERIENCE, THE	$ 58,900.00
10/4/2019	501 1ST AVE	Accessory Buildings	GAMBLE WINTER CONSTRUCTION LLC	$ 44,561.00
10/4/2019	625 OWENS WAY	New Single Family Detached	STONE MARTIN BUILDERS	$ 257,253.00
10/4/2019	1011 AVENUE C	Signs	Cheryl Brooks	$ 300.00
10/4/2019	1403 SAUGAHATCHEE LAKE RD	Alteration	Melvin Ross	$ 39,600.00
10/4/2019	904 VIOLET LN	New Single Family Detached	STONE MARTIN BUILDERS	$ 252,805.00
10/8/2019	300 OVERLOOK DR	Alteration	A&E HOLDINGS LLC	$ 8,217.00
10/8/2019	2755 NATIONAL VILLIAGE PKWY	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	$ 178,860.00
10/8/2019	2601 VIDEO ST	Alteration	A&E HOLDINGS LLC	$ 1,985.00
10/9/2019	1908 EVANS DR	New Single Family Detached	BC STONE HOMES, LLC	$ 400,000.00
10/10/2019	2609 STONYBROOK RD	Swimming Pool	ELITE POOLS & SPAS LLC	$ 37,573.00
10/10/2019	1775 MORNING GLORY DR	New Single Family Detached	STONE MARTIN BUILDERS	$ 307,868.70
10/10/2019	1739 MORNING GLORY DR	New Single Family Detached	STONE MARTIN BUILDERS	$ 343,248.00
10/10/2019	2770 ENTERPRISE DR	Alteration	PATEL CONSTRUCTION	$ 5,000.00
10/10/2019	1145 TUMBLESTONE FRK	New Single Family Detached	STONE MARTIN BUILDERS	$ 425,652.80
10/11/2019	1209 TATUM AVE	Alteration	GOLD HILL CONSTRUCTION	$ 9,130.00
10/11/2019	1140 TUMBLESTONE FRK	New Single Family Detached	STONE MARTIN BUILDERS	$ 316,637.70
10/11/2019	711 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	$ 276,336.00
10/11/2019	712 HIGH FIELD CT	New Single Family Detached	STONE MARTIN BUILDERS	$ 251,903.00
10/11/2019	712 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	$ 269,967.00

10/11/2019	716 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	$	301,570.00
10/11/2019	715 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	$	256,630.00
10/14/2019	809 2ND AVE	Alteration	Eric Halverson	$	30,000.00
10/14/2019	1133 TUMBLESTONE FRK	New Single Family Detached	STONE MARTIN BUILDERS	$	306,617.50
10/15/2019	505 N 8TH ST	Alteration	MCCURLEY & ASSOCIATES LLC	$	90,000.00
10/16/2019	1002 OAK BOWERY RD	Decks	HILYER CONSTRUCTION	$	35,000.00
10/17/2019	3245 ROBERT TRENT JONES TRL	New Single Family Detached	WEBB BUILDERS INC	$	438,847.00
10/17/2019	600 2ND AVE	Alteration	MARAND BUILDERS INC	$	131,342.00
10/17/2019	917 SKI SPRAY PT	New Single Family Detached	SCHUMACHER HOMES LLC	$	515,000.00
10/18/2019	3788 PEPPERELL PKWY	Signs	LEE'S SIGNS	$	2,500.00
10/21/2019	2973 SPRING LAKES XING	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	$	492,000.00
10/21/2019	3610 EAGLE NEST	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	$	162,145.00
10/21/2019	1167 WILLOW VIEW DR ENT	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	$	378,900.00
10/21/2019	1305 SPRING LAKES XING	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	$	336,000.00
10/21/2019	3058 YARDS LN	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	$	138,930.00
10/21/2019	3341 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	$	175,447.00
10/21/2019	1147 WILLOW VIEW DR ENT	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	$	382,973.00
10/23/2019	3000 PEPPERELL PKWY 16	Signs	EFFECTIVE SIGNS LLC	$	3,000.00
10/23/2019	305 GWYNNE'S WAY	Accessory Buildings	Robert Payton	$	4,800.00
10/24/2019	2905 JACKSON ST	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	$	226,824.70
10/24/2019	3422 LAKESHORE DR DR	New Single Family Detached	TOLAND CONSTRUCTION LLC	$	239,564.00
10/24/2019	2812 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	$	221,155.10
10/24/2019	2753 SPRING LAKES XING	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	$	218,820.00
10/24/2019	2810 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	$	270,863.30
10/24/2019	2754 SPRING LAKES XING	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	$	219,510.00
10/24/2019	2730 MILL LAKES RDG	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	$	170,135.00
10/24/2019	501 N 2ND ST 1013A	Signs	PINNACLE CUSTOM SIGNS	$	10,250.00
10/24/2019	2611 MILL LAKES RDG	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	$	227,780.00
10/24/2019	2806 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	$	248,172.90
10/24/2019	2808 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	$	176,386.00
10/25/2019	501 MORRIS AVE SHOP	Accessory Buildings	Clay Deen	$	3,000.00
10/25/2019	414 AVENUE A	Alteration	Ryan Wilks	$	20,000.00

10/28/2019	667 OWENS WAY	Accessory Buildings	Kim Eller	$ 1,200.00
10/28/2019	3051 FREDERICK RD 10	Signs	SIGN AND LIGHTING	$ 3,100.00
10/29/2019	506 6TH AVE	Alteration	Tommy Carswell	$ 7,000.00
10/29/2019	509 1ST AVE	Alteration	Loretta Wanat	$ 20,000.00
10/30/2019	3708 HAMILTON RD	Accessory Buildings	SCF BUILDING A&O LLC	$ 1,800.00
10/31/2019	600 COLUMBUS PKWY	Addition	DAVID TAYLOR CONTRACTOR	$ 16,000.00
10/31/2019	1906 BERRY HILL DR	Accessory Buildings	Bryan Edward	$ 2,400.00
				$ 14,555,844.70

Jeff Kappelman/ Chief Building Official

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 356-19

Meeting: 11/18/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3820

Repair Voltage Regulators - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract to Repair Voltage Regulators 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

FACT SHEET

SUBJECT: Sealed Bid #19042 – We are asking the Council to approve a contract to Repair Voltage Regulators

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# 19042 DATE: 10/28/19 DEPT: POWER SERVICES — **8 VENDORS**

DESCRIPTION: REPAIR VOLTAGE REGULATORS — **2 BIDS RECEIVED**

BASE REPAIR UNIT PRICE:
ITEM #1: 333 KVA REGULATOR
ITEM #2: 416 KVA REGULATOR
ITEM #3: 667 KVA REGULATOR

ADDITIONAL PARTS PRICE LIST UNIT PRICE:
ITEM #4: REPLACEMENT NAMEPLATE

VENDOR NAME	ITEM #1	ITEM #2	ITEM #3	ITEM #4 333 KVA	ITEM #4 416 KVA	ITEM #4 667 KVA
EMERALD TRANSFORMER	$ 1,985.00	$ 2,092.00	$ 2,555.00	As ordered	As ordered	As ordered
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 2,160.00**	**$ 2,430.00**	**$ 3,240.00**	**INCL**	**INCL**	**INCL**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

ADDITIONAL PARTS PRICE LIST UNIT PRICE:
ITEM #5: BYPASS ARRESTOR
ITEM #6: POSITION INDICATOR

	ITEM #5 333 KVA	ITEM #5 416 KVA	ITEM #5 667 KVA	ITEM #6 333 KVA	ITEM #6 416 KVA	ITEM #6 667 KVA
EMERALD TRANSFORMER	$62.40/70.86	$62.40/70.86	$62.40/70.86	$54.50/395.00	$54.50/395.00	$54.50/395.00
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 100.00**	**$ 100.00**	**$ 100.00**	**$750.00/900.00**	**$750.00/900.00**	**$750.00/900.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

BID# 19042 DATE: 10/28/19 DEPT: POWER SERVICES — **8 VENDORS**

DESCRIPTION: REPAIR VOLTAGE REGULATORS — **2 BIDS RECEIVED**

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #7: DRAIN VALVE

ITEM #8: BUSHING

VENDOR NAME	ITEM #7 333 KVA	ITEM #7 416 KVA	ITEM #7 667 KVA	ITEM #8 333 KVA	ITEM #8 416 KVA	ITEM #8 667 KVA
EMERALD TRANSFORMER	$57.60/88.80	$57.60/88.80	$57.60/88.80	$56.00/134.85	$56.00/134.85	$56.00/134.85
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 35.00**	**$ 35.00**	**$ 35.00**	**$ 100.00**	**$ 100.00**	**$ 100.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #9: NEUTRAL CONTACT

ITEM #10: STATIONARY CONTACT

	ITEM #9 333 KVA	ITEM #9 416 KVA	ITEM #9 667 KVA	ITEM #10 333 KVA	ITEM #10 416 KVA	ITEM #10 667 KVA
EMERALD TRANSFORMER	As ordered	As ordered	As ordered	As ordered	As ordered	As ordered
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 150.00**	**$ 150.00**	**$ 150.00**	**$ 130.00**	**$ 130.00**	**$ 130.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

BID# 19042 DATE: 10/28/19 DEPT: POWER SERVICES — **8 VENDORS**

DESCRIPTION: REPAIR VOLTAGE REGULATORS — **2 BIDS RECEIVED**

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #11: REVERSING CONTACT

ITEM #12: MOVING FINGERS, SET

VENDOR NAME	ITEM #11 333 KVA	ITEM #11 416 KVA	ITEM #11 667 KVA	ITEM #12 333 KVA	ITEM #12 416 KVA	ITEM #12 667 KVA
EMERALD TRANSFORMER	As ordered	As ordered	As ordered	$ 210.00	$ 210.00	$ 210.0
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 60.00**	**$ 60.00**	**$ 60.00**	**$ 360.00**	**$ 360.00**	**$ 360.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #13: TAP CHANGER MOTOR

ITEM #14: CONTROL CORD

VENDOR NAME	ITEM #13 333 KVA	ITEM #13 416 KVA	ITEM #13 667 KVA	ITEM #14 333 KVA	ITEM #14 416 KVA	ITEM #14 667 KVA
EMERALD TRANSFORMER	$512.00/1605.00	$512.00/1605.00	$512.00/1605.00	$5.00/ft.	$5.00/ft.	$5.00/ft.
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$575.00-1300.00**	**$575.00-1300.00**	**$575.00-1300.00**	**$ 100.00**	**$ 100.00**	**$ 100.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

BID# 19042 DATE: 10/28/19 DEPT: POWER SERVICES — **8 VENDORS**

DESCRIPTION: REPAIR VOLTAGE REGULATORS — **2 BIDS RECEIVED**

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #15: CONTROL BOX

ITEM #16: J-BOLTS, SET

VENDOR NAME	ITEM #15 333 KVA	ITEM #15 416 KVA	ITEM #15 667 KVA	ITEM #16 333 KVA	ITEM #16 416 KVA	ITEM #16 667 KVA
EMERALD TRANSFORMER	$202.00/540.00	$202.00/540.00	$202.00/540.00	$ 86.00	$ 86.00	$ 86.(
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 280.00**	**$ 280.00**	**$ 280.00**	**$ 80.00**	**$ 80.00**	**$ 80.0**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

ADDITIONAL PARTS PRICE LIST UNIT PRICE:

ITEM #17: POSITION INDICATOR CABLE

ITEM #18: CONDUIT TO CONTROL CABINET

VENDOR NAME	ITEM #17 333 KVA	ITEM #17 416 KVA	ITEM #17 667 KVA	ITEM #18 333 KVA	ITEM #18 416 KVA	ITEM #18 667 KVA
EMERALD TRANSFORMER	As ordered	As ordered	As ordered	$ 45.00	$ 45.00	$ 45.(
FLORIDA TRANSFORMER INC						
GRESCO/CAPSTONE UT SUPP						
MAYER ELECTRIC SUPPLY CO						
POWER PRO-TECH SVCS INC						
SOLOMON CORP	**$ 100.00**	**$ 100.00**	**$ 100.00**	**INCL**	**INCL**	**INCL**
STUART C IRBY CO						
SUBSTATION SERVICE CO INC						

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 357-19

Meeting: 11/18/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3829

One (1) 2020 F550 Cab and Chassis with Aerial Device - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for One (1) 2020 F550 Cab and Chassis with Aerial Device for Opelika Power Services; and

WHEREAS, Truck Equipment Sales, Inc. submitted the lowest bid but did not meet specifications; and

WHEREAS, Altec Industries, Inc. was the next lowest bidder meeting specifications; and

WHEREAS, funds for this purchase are budgeted from Capital Outlay;

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

1. That the purchase be awarded to Altec Industries, Inc. on their bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Altec Industries, Inc. in the amount of $135,326.00.

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

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

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

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

ATTEST:

_____

Robert G. Shuman, CMC
City Clerk - Treasurer

Council Meeting: 11/18/19

FACT SHEET

SUBJECT: Sealed Bid #20003 – We are asking the council to approve a purchase for one (1) 2020 Ford F550 Cab and Chassis with Aerial Device

FACTS:

- Bid opening date – 11/12/19
- User department(s) – Power Services
- The bid was mailed to 26 vendors
- 4 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the purchase be awarded to Altec Industries, Inc. on their bid meeting specifications in the amount of $135,326.00.**

Lillie Finley

11/13/19

BID# 20003 DATE: 11/12/19 DEPT: POWER SERVICES			26 VENDORS INVITED
DESCRIPTION: ONE (1) 2020 F550 CAB AND CHASSIS WITH AERIAL DEVICE			4 BIDS RECEIVED
VENDOR	**TOTAL**	**DEL**	**TERMS**
ACTION TRUCK CENTER			
ALTEC INDUSTRIES INC	**$ 135,326.00**	**360-390 days**	**Net 30**
CAPITOL CHEVROLET INC			
CARL GREGORY FORD-LINC-MERC			
CERTIFIED BOOM REPAIR SERVICE			
CHEVROLET OF WATSONVILLE/NAT AUTO FLEET GROUP			
CHUCK STEVENS AUTOMOTIVE INC			
COFFMAN INTERNATIONAL INC			
CUSTOM TRUCK & BODY WORKS			
FREIGHTLINER OF SOUTHERN AL			
KENWORTH OF BMHM			
KING FORD-CHRY-PLYM-DODG			
LEGACY FORD INC			
LONG-LEWIS OF THE SHOALS INC	$ 148,999.98	300 days	0.0001%/10,0.001%/15,0.001/20
NESCO LLC	$ 160,900.00	300 days	Net 30
OPELIKA FORD/CHRYSLER DODGE JEEP RAM			
PALFLEET TRUCK EQUIPMENT CO			
PETERBILT OF MONTGOMERY LLC			
SOUTHLAND INTERNATIONAL			
STIVERS FORD LINCOLN MAZDA			
TALLASSEE AUTOMOTIVE INC			
TEREX EQUIPMENT SERVICES			
TEREX UTILITIES INC			
TRUCK EQUIPMENT SALES INC	$ 132,364.00	60 days	--
TRUCKWORX/KENWORTH OF MONT			

RESOLUTION NO. 358-19

Expense reports from various departments.

RESOLUTION NO. _____

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

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

Employee	Department	$ Amount
Donna Smith	Accounting	189.08
TJ White	Info. Tech.	540.56
TJ White	Info. Tech.	64.84
Tony Aycock	Info. Tech.	540.56

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).

5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME Donna Smith **DEPARTMENT** Accounting **PERIOD ENDING** 11/6/2019

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
11/5/2019	OPELIKA TO TUSCALOOSA					$ 94.54					$ 94.54
11/6/2019	TUSCALOOSA TO OPELIKA					$ 94.54					$ 94.54
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ 189.08	$ -	$ -	$ -	$ -	$ 189.08

BUSINESS MEALS

DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

AUTOMOBILE EXPENSES

DATE	, PARKING, REPAIRS, ETC	AMOUNT
5-Nov	Opelika to Tuscaloosa 163@.58	$ 94.54
6-Nov	Tuscaloosa to Opelika 163@.58	$ 94.54

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

NUMBER OR DAYS AWAY FROM HOME
1 1/2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT
MAIL TO:

SIGNATURE Donna Smith

APPROVED BY Cynthia M Mock

EXPENSE REPORT

NAME TJ White

DEPARTMENT Information Technology

PERIOD ENDING 11/4/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
												0.00
												0.00
												0.00
												0.00
MONDAY 10/28	Opelika to South Carolina					270.28						270.28
FRIDAY 11/1	South Carolina to Opelika					270.28						270.28
												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	540.58	0.00	0.00	0.00	0.00	0.00	540.58

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Southern Software Conference in Myrtle Beach

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/28	Opelika to South Carolina 466@ .58	270.28
11/1	Columbiana to Opelika 466@ .58	270.28

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Information Technology

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME TJ White

DEPARTMENT Information Technology

PERIOD ENDING 11/5/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
												0.00
												0.00
												0.00
												0.00
TUESDAY 11/5	Opelika to Montgomery AL					32.42						32.42
TUESDAY 11/5	Montgomery to Opelika AL					32.42						32.42
												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	64.84	0.00	0.00	0.00	0.00	0.00	64.84

WEEKLY TOTAL EXPENSES

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

Approved
Posting Verified DS
Invoice File Place
Ok To Pay
A/C Verified

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
NIBRS Training in Montgomery AL for Southern Software

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/5	Opelika to Montgomery 55.9@ .58	32.42
11/5	Montgomery to Opelika 55.9@ .58	32.42

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Information Technology

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Tony Aycock **DEPARTMENT** IT **PERIOD ENDING** 11/8/2019

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
10/28/2019	Opelika to Myrtle Beach, SC					$ 270.28					$ 270.28
11/1/2019	Myrtle Beach, SC to Opelika					$ 270.28					$ 270.28
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
WEEKLY CATEGORY TOTALS $		$ -	$ -	$ -	$ -	$ 540.56	$ -	$ -	$ -	$ -	$ 540.56

ITEMIZED BUSINESS MEALS

DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES

DATE	, PARKING, REPAIRS, ETC	AMOUNT
28-Oct	opelika to Myrtle Beach @ 466 miles	$ 270.28
1-Nov	Myrtle Beach to Opelika @ 466 miles	$ 270.28

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Southern Software Conference

METHOD OF REIMBURSEMENT
MAIL TO:

SIGNATURE

APPROVED BY

RESOLUTION NO. 359-19

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.	Negotiator Throw Phone	87002017

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. 360-19

Purchase - (2) Zero Turn Mowers - State Contr #T225 - P/W

RESOLUTION NO. _____

WHEREAS, the Public Works department desires to purchase two (2) Zero Turn Mowers utilizing the State of Alabama Contract #T225; and

WHEREAS, Capital Tractor, Inc. is the State Contract Vendor for the Zero Turn Mowers; and

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

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

1. That the purchase be awarded to Capital Tractor, Inc. utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Capital Tractor, Inc. in the total amount of $21,067.88.

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

SOLICITATION:

FROM:	TO:
CAPITAL TRACTOR, INC. 1498 FURNACE STREET MONTGOMERY, AL 36104 PHONE 334-264-0086/1-800-239-3112	City of Opelika Attn: Bruce Boyd wboyd@opelika-al.gov

DATE: 5/14/19	DELIVERY: 30 Days
TERMS: Net	PRICES QUOTED ARE F.O.B.:

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
T225	State Contract #4013275		
Line 39	ZD326-H-72 Zero Turn Mower	$15,878.00	$12,384.83
Line 40	Options Less 21%		
	Delete "D3", Add "7"	($5,065.00)	($3,950.38)
	Delete "H-72, Add "XKW-2-60"	-$592.41	-$468.01
	GCK60-700ZA 3 Bag Grass Catcher	$3,250.00	$2,567.50
	Quanity 2		
Quoted By:	Will Sellers	SUBTOTAL: $10,220.59	$10,533.94
Office: (334) 264-0086		TAX	$0.00
		TOTAL W/TAX:	$10,533.94

X2 = 21,067.88

Comments:	2 Keys, Manuals, 1/4 Tank Fuel, Delivered FX801V Kawasaki Engine

Parks & Rec

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 012 T2254013275

NOT TO EXCEED AMOUNT:

Begin Date: 05/27/2015
Expiration Date: 05/26/2020
Solicitation Number:
Award Date:
Modification Date: 05/06/19

Procurement Folder: 11064
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 7

CONTACT INFORMATION

REQUESTOR:
Staars Conversion
5555555555

ISSUER:
Staars Conversion
5555555555

BUYER:
Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

Converted ATC from SNAP.Original Contract Date 2015/06/02

Open the attached pdf to view complete contract details.Buyer InformationBuyer ID: crist.wattsBuyer Name: Crist WattsBuyer Phone Number: 867-555-5309B EmailId: crist.watts@purchasing.alabama.gov

Ship To:
ALA DEPT OF TRANSPORTATION PROCUREMENT OFFICE
1409 COLISEUM BLVD.
ROOM B-101
MONTGOMERY AL 36110

Bill To:

Shipping Instructions: 45 DAYS ARO

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000055391: Capital Tractor Inc.

1498 Furnace St

Montgomery AL 36104

Contact:

Ben Greer
334-264-0086
bgreer@capitaltractor.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	EA	$12,384.830000	$0.00			$0.00	$0.00

51545083580CNV - DO NOT USE: To be inactivated.
MOWER, COMMERCIAL, ZERO TURN RADIUS;
MOWER, COMMERCIAL, ZERO TURN RADIUS;
MID-MOUNT MOWER DECK; 72" CUTTING WIDTH;
TRUE ZERO TURN RADIUS; DIESEL ENGINE,
3-CYLINDER, MINIMUM 25 HP, MAXIMUM 35
HP; AUTOMATIC OR HYDROSTATIC DRIVE;
MINIMUM 12.0 GALLON FUEL TANK; MOWER
DECK MINIMUM 7-GAUGE REINFORCED STEEL
WITH MINIMUM 7-GA. SKIRTS; CUTTER DECK
TO BE DRIVEN BY PTO SHAFT; CUTTING
HEIGHT ADJUSTMENT TO BE HAND- OR FOOT-
OPERATED, OR HYDRAULIC ASSIST; MINIMUM
BLADE TIP SPEED 16,000FPM; HIGH BACK
ADJUSTABLE SEAT WITH ARMRESTS;

$_____ - _____ = $_____
MSRP DISCOUNT BID PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0		$0.000000	$0.00			$0.00	$0.00

51545083581CNV - DO NOT USE: To be inactivated.
OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
UNDER SPECIFICATION TEXT:

MANDATORY OPTIONS OFFERED SHALL INCLUDE
BUT NOT BE LIMITED TO:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	EA	$13,137.600000	$0.00			$0.00	$0.00

51545092693CNV - DO NOT USE: To be inactivated.
MOWER, COMMERCIAL, ZERO TURN RADIUS;
MOWER, COMMERCIAL, ZERO TURN RADIUS;
MID-MOUNT MOWER DECK; 72" CUTTING WIDTH;
TRUE ZERO TURN RADIUS; LPG ENGINE,
3-CYLINDER, MINIMUM 26 HP, MAXIMUM 31
HP; AUTOMATIC OR HYDROSTATIC DRIVE;
MINIMUM 33.5# FUEL TANK; MOWER DECK
MINIMUM 7-GAUGE REINFORCED STEEL;
CUTTER DECK TO BE DRIVEN BY PTO SHAFT;
CUTTING HEIGHT ADJUSTMENT TO BE
HYDRAULIC OPERATED; MINIMUM BLADE TIP
SPEED 16,000FPM; HIGH BACK ADJUSTABLE
SEAT WITH ARMRESTS;

$_____ - _____ = $_____
MSRP DISCOUNT BID PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0		$0.000000	$0.00			$0.00	$0.00

51545092694CNV - DO NOT USE: To be inactivated.
OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
UNDER SPECIFICATION TEXT:

MANDATORY OPTIONS OFFERED SHALL INCLUDE
BUT NOT BE LIMITED TO: 70" - 74" SIDE-
DISCHARGE DECK; GRASS COLLECTION SYSTEM;

RESOLUTION NO. 361-19

Purchase - (1) 2019 Ford F150 Supercab - State Contr #T191A - PW

RESOLUTION NO. _____

WHEREAS, the Public Works/ESG department desires to purchase one (1) 2019 Ford F150 SuperCab 4x2 Pickup with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2019 Ford F150 SuperCab 4x2 Pickup; and

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

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of $24,890.00.

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

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2019 FORD F150 SUPERCAB 4x2 PICKUP -- STATE CONTRACT T191A

CONTRACT NUMBER: MA999 16000000008 LINE NUMBER: 8 (T191A) CONTRACT AMOUNT: $19,682

DEL SERIES X1C ORDER CODE 100A

INCLUDES: 3.3L V6 290 Horsepower FFV Engine, 6 Spd Auto, 4x2, 145" Wheelbase, 6.5' Box, Rear View Camera, 4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS AM/FM Radio, Cloth 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags Auto Start Technology; NOTE -- 3.3L Engine n/a with 163" wheelbase

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)		$	19,682
STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 1:			
101A	XL Preferred Equipment Package: Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass; Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control	$	2,255
53A	Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - incl. Backup Assist	$	995
86A	Appearance Package - 17" Silver painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps	$	775
LED	4 Corner LED Strobe Lights	$	539
BL6	Bed Liner - Drop In (6-1/2")	$	199
SM4	All Weather Rubber Mats-Heavy Duty	$	149
PACKAGE TOTAL COST:		$	24,594

STATE CONTRACT PRICE (T191A)		$	19,682
STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 2:			
101A	XL Preferred Equipment Package: Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass; Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control	$	2,255
53A	Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - incl. Backup Assist	$	995
LED	4 Corner LED Strobe Lights	$	539
BL6	Bed Liner - Drop In (6-1/2")	$	199
SM4	All Weather Rubber Mats-Heavy Duty	$	149
PACKAGE TOTAL COST:		$	23,819

STATE CONTRACT PRICE (T191A)		$	19,682
STIVERS VALUE PACKAGE:			
100A	Standard Equipment		incl
53A	Trailer Tow Package	$	595
85A	Power Windows, Mirrors, Door Locks & Tail Gate Lock	$	1,170
LED	4 Corner LED Strobe Lights	$	539
BL6	Bed Liner - Drop In (6-1/2")	$	[illegible]
SM4	All Weather Rubber Mats-Heavy Duty	$	[illegible]
PACKAGE TOTAL COST:		$	[illegible]

DRIVE TRAIN OPTIONS:

99B	3.3L V6 -- 290 Horsepower -w/ 6 speed Automatic		STD
	XL6 - 3.73 Electronic Locking Axle	$	570
995	5.0L V8 -- 385 Horsepower - w/ 10 speed Automatic	$	1,995
	XL3 - 3.31 Electronic-Locking Axle	$	420
99G	3.5L V6 Ecoboost - 375 Horsepower - w/ 10 speed Automatic	$	2,595
	XL9 - 3.55 Electronic Locking Axle	$	470
98G	CNG/Propane Prep Package - req's: 5.0L Engine (code 995) at extra cost	$	315

334-613-5000
334-613-5018 fax

Last Updated: 5/31/2019
Revision: 18.1

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

OPTIONS

WHEELBASE OPTION:			
163	Wheelbase - 8' Bed - Requires - 5.0L V8 or 3.5L V6 at extra cost	$	1,305
EQUIPMENT PACKAGES:			
300A	XLT Package - Includes Chrome Front & Rear Bumpers; Fog Lamps; Chrome Grille; SYNC Power Windows, Door Locks, Mirrors & Tailgate; Rear-Window Privacy Glass; Carpet; Factory Console; AM/FM Single CD w/ 6 speakers & one (1) USB Port	$	4,915
STIVERS STX UPGRADE PACKAGE:			
STXU	STX Upgrade Package:		
61S	STX- SYNC3 Enhanced Voice Recognition Communications; 275/55R20 AS Tires; 20" Machined Aluminum Wheels; Body Color Grille Surround w/ Black Insert, Front Facia, Front & Rear Bumpers; Rear Window Defrosters; Fog Lamps; Privacy Glass; Sport Cloth 40/Console/40 Seats (code JG)	$	1,995
101A	Trim Package (see 101A in Package 1 & 2 above for description of content)	$	2,255
JG	Unique Sport Cloth 40/ Console /40 Seat		NC
861	XL Sport Appearance Pkg.	$	775
995	5.0L V8 Engine w/ 10 Speed Transmission	$	1,995
	PACKAGE TOTAL	$	7,020
66S	SSV - Severe Service Package - includes: 240 amp. Alternator; Cloth 40/ blank /40 front seat Req's: 5.0l V8 (code 99B) or 3.5L V6 (code 99G) at extra cost; Cloth 40/ blank /40 (code SG) AT N/C	$	50

EXTERIOR COLOR OPTIONS -- *Colors are NC*:

N1	Blue Jean Metallic	N6	Lightning Blue Metallic
PQ	Race Red	D1	Stone Gray Metallic
G1	Shadow Black	UX	Ingot Silver Metallic
J7	Magnetic Metallic	YZ	Oxford White

INTERIOR OPTIONS:			
CG	Cloth 40/ 20 /40 Front & Rear Seat - Medium Earth Gray		Std
AG	Vinyl 40/ 20 /40 Front & Rear Seat - Dark Earth Gray		NC
WG	Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Medium Earth Gray	$	295
SG	Cloth 40/ Blank /40 Front Seat - Medium Earth Gray / Rear Seat Vinyl (SSV Pkg only)		NC
JG	Unique Sport Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Black Earth Gray (STX only)		NC
OPTIONS:			
52P	SYNC - req's Cruise Control (code 50S) at extra cost	$	420
50S	Cruise Control	$	225
58B	AM/FM Single CD Radio	$	290
53A	Trailer Tow Package (w/ 100A Package only)	$	595
54T	Trailer Tow Mirrors-Manual	$	140
67T	Trailer Brake Controller	$	275
18B	Running Boards-Black Platform	$	250
655	Fuel Tank-36 gal.	$	445
86A	Appearance Package - 17" Silver Painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps	$	775
861	Sports Appearance Pkg - Includes Body Color Facia & Bumpers; Fog Lamps; 17" Silver Painted Alum. Wheels	$	775
85H	Back-up Alarm	$	125
91V	Power Inverter - 100Volt / 400 Watt	$	200
STIVERS FORD PACKAGES:			
LED	4 Corner LED Strobe Lights	$	539
TB1	Tool Box - Deep Well (18")	$	349
TB2	Tool Box - Standard (15")	$	299
BL6	Bed Liner - Drop In (6-1/2")	$	199
BL9	Bed Liner - Drop In (8")	$	219
SL1	Spray-in Bed Liner (6-1/2" bed)	$	489
SL2	Spray-in Bed Liner (8' bed)	$	549
TON	Tonneau Cover	$	1,469
CAM	Camper Shell	$	1,682
TG	Tommygate 2000 lb. Liftgate	$	2,863
BS	Bed Slide	$	1,329
BG	Brush Guard w/ Wraps over Headlamps - Warn Winch 12,000 lbs.	$	2,349

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Last Updated: 5/31/2019
Revision: 18.1

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

LEG	Legends Light Bar w/ toggle switch	$ 1,323	☐

LIGHTING AND OTHER UNIQUE OPTIONS

LAW ENFORCEMENT LIGHTING AND UPFIT PACKAGES:

VAL	Valor Light Bar Package: Includes: Valor 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	$ 4,624	☐
INT	Integrity Light Bar Package: Includes: Integrity 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	$ 3,674	☐
SLI	Inside Windshield / Rear Glass Lighting Package (Slick Top): Includes: SpectraLux ILS Low Profile Front Windshield Light Bar, SignalMaster (8 head-mounted on the rear window); SSP2000B Smart Siren Controller; Console; Cup Holder; & Arm Rest	$ 4,312	☐
BLP	Base Lighting Package: Includes: Four Corner (headlamp/taillamp) LEDs (w/ in-line flasher); MicroPulse MPS600U-BB 6-LED head (blue/blue) mounted inside side rear windows; MicroPulse MPS300U-B (blue) mounted beside rear license plate; two (2) MicroPulse MPS650-BB (blue) LEDs mounted in the Grille.	$ 1,635	☐
PBB	Push Bumper Package: Includes: Push Bumper; two (2) MicroPulse MPS600U-BB (blue) mounted on side of push bar	$ 886	☐
CSR	Jotto Console Package: Includes: Contour Console; Dual Cup Holders; Adjustable Arm Rest; Floor Plate; Face Plate for Federal Signal Controller SSP2000B	$ 784	☐
	Prisoner Cage, Window Barriers & Misc::		
FC	Cage w/ Poly Screen - Behind Front Row Seats	$ 914	☐
LP	Lower Panel Protection (between Floor & Cage)	$ 207	☐
CSM	Computer Laptop Stand-mounted on side of Console	$ 558	☐
PBW	Push Bumper Wing Set (Headlamp Wrap)	$ 294	☐
GSR	Gun Rack	call	☐

DELIVERY: State Contract Provisions for $1.50 / mile one-way $ ☐

TOTAL VEHICLE (*Required*) ~~$~~ 24,890.

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) _____

DATE: (*Required*) _____

PURCHASE ORDER NUMBER: (*Required*) ☐ Quanity: ☐

334-613-5000
334-613-5018 fax

Last Updated: 5/31/2019
Revision: 18.1

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 16000000008**

NOT TO EXCEED AMOUNT:

Begin Date: 11/17/2015
Expiration Date: 11/15/2019
Solicitation Number:
Award Date:
Modification Date: 08/28/19

Procurement Folder: 4404
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 12

CONTACT INFORMATION

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

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

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

CONTRACT DESCRIPTION

T191A - VEHICLES, ALTERNATIVE FUEL-E85

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

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

07006530000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
VEHICLE, FULL-SIZE SEDAN, FRONT-WHEELDRIVE, ALTERNATIVE FUELWHEELBASE: 110" MINIMUMENGINE: V6 ONLY4 WHEEL ABSA AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMA __FORD_____MODEL: _____TAURUS_____

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

07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEE ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: ___Ford_____MODEL: _Explorer_____

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

07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available.
VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEE ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: ___Ford_____MODEL: __Explorer_____

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

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AI HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __Ford_____ MODEL: __F-150_____

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

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
No Longer Available
VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AI HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ____FORD_____ MODEL: _____F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	$21,851.000000	$0.00		/	$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X2 FORD F-150
VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ___Ford_____ MODEL: _F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	$24,936.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X4 FORD F-150
VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ___FORD_____ MODEL: ___F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	$19,682.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X2 FORD F-150

COMMODITY / SERVICE INFORMATION

VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, EXTENDED CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD_____ MODEL: __F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	$22,707.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X4 FORD F-150
VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, EXTENDED CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD_____ MODEL: ___F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	$23,139.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVRW 6000, CREW CAB 4X2 FORD F-150
VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE V8 with minimum 355 hp, 4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: _____FORD_____ MODEL: _____F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	$26,235.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVWR 6000 CREW CAB 4X4 FORD F-150
VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE V8 with minimum 355 hp, 4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: _____FORD_____ MODEL: _F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	$20,959.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVWR 6000, EXTENDED CAB 4X2 FORD F-150
VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, EXTENDED CAB, ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V8 with minimum 355 4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ____FORD_____ MODEL: __F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	EA	$23,990.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVWR 6000, EXTENDED CAB 4X4 FORD F-150
VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, EXTENDED CAB, ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V8 with minimum 355 4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ____FORD_____ MODEL: ____F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	EA	$23,378.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVWR 8600, CREW CAB 4X2 FORD F-250
VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUELGVWR: 8,600 MINIMUMENGINE V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD_____ MODEL: _F-250_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	EA	$25,838.000000	$0.00			$0.00	$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
TRUCKS, PICKUP, GVWR 8600, CREW CAB 4X4 FORD F-250
VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUELGVWR: 8,600 MINIMUMENGINE V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD_____ MODEL: __F-250_____

RESOLUTION NO. 362-19

Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contr #041217-WQI - OES

RESOLUTION NO. _____

WHEREAS, Opelika Environmental Services desires to purchase six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts utilizing Sourcewell Contract #041217-WQI; and

WHEREAS, Wastequip is the Contract Vendor for the six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts; and

WHEREAS, budgeted funds will come from Small Tools and Minor Equipment;

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

1. That the purchase be awarded to Wastequip utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Wastequip in the amount of $31,905.48.

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

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 704-878-0734
WQ-10134402

Contract # 041217-WQI

Sell To:

Contact Name	Bobby Young
Bill To Name	City of Opelika
Bill To	700 Fox Trl Opelika, AL 36801 USA
Email	byoung@opelika-al.gov
Phone	(334) 705-5482
Mobile	(334) 524-5108

Ship To Name	City of Opelika
Ship To	700 Fox Trl Opelika, AL 36801 USA
Customer Job Reference	NJPA Contract No. 060612-WQI

Quote Information

Salesperson	Pascual Ramos
Salesperson Email	pramos@wastequip.com
Salesperson Phone	(629) 702-0074

Created Date	10/30/2019
Expiration Date	11/29/2019
Quote Number	WQ-10134402 Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	Body: S5904	624.00	$48.50	$30,264.00

Payment Terms	Net 30 Days
Shipping Terms	FOB Origin

Subtotal	$30,264.00
Shipping	$1,641.48
Tax	$0.00
Grand Total	$31,905.48

Additional Information

Additional Terms: Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 704-878-0734
WQ-10134402

Contract # 041217-WQI

Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Sourcewell

Wastequip

Waste & Recycling Equipment & Containers

#041217-WQI

Maturity Date: 07/07/2021

Product Overview Products & Services

Products & Services

Sourcewell contract 041217-WQI gives access to the following types of goods and services:

- Galbreath® Cable Hoists
- Galbreath® Hook Hoists
- Galbreath® Trailers & Container Handlers
- Pioneer® & Mountain Tarp® tarping systems
- Wastequip® containers, dumpsters & roll-offs
- Wastequip® compactors & balers
- Toter® Pro & Toter® Residential carts

RESOLUTION NO. 363-19

Purchase - (1) Kubota Tractor - Sourcewell Contr #021815-KBA - PW

RESOLUTION NO. _____

WHEREAS, the Public Works/ESG department desires to purchase one (1) Kubota Tractor utilizing Sourcewell Contract #021815-KBA; and

WHEREAS, Beshears Tractor and Equipment is the Contract Vendor for the Kubota Tractor; and

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

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

1. That the purchase be awarded to Beshears Tractor and Equipment utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Beshears Tractor and Equipment in the total amount of $51,949.74.

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

Sourcewell

GM - 062117, CE - 040319, AG – 021815
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi (CE Only) 820036654

M5-111HDC12-1 WEB QUOTE #1497529
Date: 11/5/2019 2:33:48 PM

-- Customer Information --
Scott, Mike
city of Opelika, al
mscott@opelika-al.gov
3347055461

Quote Provided By
BESHEARS TRACTOR AND EQUIPMENT
Doug Parkman
1809 COLUMBUS PKWAY
OPELIKA, AL 36804
email: doug@beshearskubota.com
phone: 3342031322

-- Standard Features --

Kubota

M Series

M5-111HDC12-1
4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS
*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max . PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS: 2400 rpm
Cab: 2600 rpm
Power Steering:5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

TRANSMISSION
8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed 540/540E
24F/24R Two Range, 6-Speed Hi/Lo 540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS
LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II
4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V – 30-Amp 2 Wire Coupler
12V – 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT
Flip-Up PTO Shield

-- Custom Options --

M5-111HDC12-1 Base Price:	$62,585.00
(1) 3RD POSITION LEVER KIT M9116-3RD POSITION LEVER KIT	$151.00
(5) FRONT SUITCASE WEIGHT M8079-FRONT SUITCASE WEIGHT	$500.00
(1) GRILLE GUARD M6909-GRILLE GUARD	$216.00
(1) FRONT WEIGHT BUMPER M8075-FRONT WEIGHT BUMPER	$397.00
(1) BOLT KIT FOR BUMPER M8076-BOLT KIT FOR BUMPER	$57.00
(1) BOLT BAR KIT FOR M8075 BRACKET M8073A-BOLT BAR KIT FOR M8075 BRACKET	$65.00
(1) HYDRAULIC FLOAT DETENT (FD) M7611-HYDRAULIC FLOAT DETENT (FD)	$687.00
Configured Price:	$64,658.00
Sourcewell Discount:	($14,224.76)
SUBTOTAL:	$50,433.24
Factory Assembly:	$250.00
Dealer Assembly:	$246.50
Freight Cost:	$770.00
PDI:	$250.00
Total Unit Price:	$51,949.74
Quantity Ordered:	1
Final Sales Price:	$51,949.74

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES
AMR8530B & AMR8556B
FRONT - 12.4-24 R1W Goodyear OptTrac
REAR - 18.4-30 R1W Goodyear OptiTrac

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Sourcewell

Kubota

Agricultural Tractors & Equipment

#021815-KBA

Maturity Date: 03/17/2020

Products & Services Terms & Conditions

Products & Services

Sourcewell contract 021815-KBA gives access to the following types of goods and services:

- Tractors
- Implements
- Hay tools
- Spreaders
- Compact and utility-class construction equipment
- Lawn and garden equipment
- Commercial turf products
- Utility vehicles

RESOLUTION NO. 364-19

Purchase - (1) 2019 Pac-Mac Knuckleboom - Sourcewell Contr #081716-KTC - OES

RESOLUTION NO. _____

WHEREAS, the Opelika Environmental Services Department desires to purchase one (1) 2019 Pac-Mac Knuckleboom with certain options utilizing the Sourcewell Contract #081716-KTC; and

WHEREAS, Kenworth of South Florida is the Contract Vendor for the one (1) 2019 Pac-Mac Knuckleboom; and

WHEREAS, funding in the amount of $137,950.64 will come from the Solid Waste Automobiles and Trucks fund and the City will receive a check in the amount of $55,000.00 for a trade-in credit, making the net cost $82,950.64;

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

1. That the purchase be awarded to Kenworth of South Florida utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Kenworth of South Florida in the amount of $137,950.64.

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

4. 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

KENWORTH

KENWORTH OF SOUTH FLORIDA
2909 S Andrews Avenue
Fort Lauderdale, FL 33316
954.523.5484

21 October 2019

City of Opelika
700 Fox Trail
Opelika, AL 36803

Attention: Bobby Young

OFFER PRESENTED UNDER SOURCEWELL CONTRACT 081716-KTC

T370 TRUCK CHASSIS, LIST PRICE, PER ATTACHED SPECS:	$113,468.00
LESS: SOURCEWELL DISCOUNT	(40,848.48)
SOURCEWELL DISCOUNTED PRICE (.640%)	$ 72,619.52
LESS: ADDITIONAL DISCOUNT	(1,000.00)
NET SOURCEWELL PRICE, T370 CHASSIS:	**$ 71,619.52**
LOCALLY INSTALLED GRAPPLE & BODY: (Includes Sourcewell's 5% Body Markup)	**66,331.12**
TOTAL SOURCEWELL PRICE T370 4X2 GRAPPLE TRUCK:	**$137,950.64**

Nelson A. Martinez
Director
Export & Government Sales

White, Terry M.

From: Young, Bobby L.
Sent: Thursday, October 24, 2019 8:19 AM
To: Stabler, William A; White, Terry M.
Subject: FW: Buying the truck

Bobby Young
OES Maintenance Coordinator
334-705-5482 Work
334-524-5108 Cell

CITY OF
OPELIKA
alabama

GIG CITY
OPELIKA

From: Rane Robinson <rane@rdk.com>
Sent: Thursday, October 24, 2019 8:12 AM
To: Young, Bobby L. <byoung@opelika-al.gov>
Subject: RE: Buying the truck

Bobby, Our trade in offer for the 2015 Freightliner Grapple Truck is $55,000.00

Sincerely,

Rane Robinson
Municipal Sales Manager

RDK
TRUCK SALES
RANE ROBINSON
Cell: 813-947-0015
rane@rdk.com
888-735-8789
813-241-0711
www.rdk.com
3214 Adamo Dr.
Tampa, FL 33605

Sourcewell

Kenworth

Class 6, 7 & 8 Vehicles & Chassis

#081716-KTC

Maturity Date: 11/15/2020

Products & Services Documents

Products & Services

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

- Kenworth brand truck class 6, 7, and 8
- Gross weights range 19,500 lbs - 80,000 lbs

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

RESOLUTION NO. 365-19

Purchase - Liveaction Software & Maint 3-Yr Contract - Nat IPA Contr #2018011-01 - IT

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase a 3-year Liveaction Software and Maintenance contract utilizing National IPA Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the Contract Vendor for the Liveaction Software and Maintenance; and

WHEREAS, the first year of this purchase is budgeted from Capital Outlay, and the second and third years will be budgeted from Information Technology's Maintenance account;

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

1. That the purchase be awarded to CDW Government, Inc.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to CDW Government, Inc. for the amounts listed below:

   Year One Payment Due 30 days from invoice date:

   $93,148.17

   Year Two Due January 2, 2020:

   $81,394.81

   Year Three Due January 2, 2021:

   $81,394.81

   Total Invoiced: $255,937.79

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

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KZPW148	10/28/2019	KZPW148	936449	$255,937.79

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
LIVEACTION ADV SVCS 25 DEV CNST/TRG Mfg. Part#: APS-ICS-0025 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5339605	$6,714.02	$6,714.02
LIVE ACTION LIVENCA 1DVC LIC+SUP 3Y Mfg. Part#: LNCA-S-36 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5776199	$220.00	$22,000.00
LIVEACTION LIVENX 200 SUP&MNT 3Y Mfg. Part#: LNXD-S-36 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5487183	$248.02	$24,802.00
LIVEACTION LIVENX ENG 1SVR L+S 3Y Mfg. Part#: LNXE-S-36 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5493013	$2,633.40	$2,633.40
LIVEACTION LIVENX REMOTE 2DAY TRNG Mfg. Part#: LNX-RT-8 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5339613	$0.00	$0.00
LiveAction LiveWire Core Network Monitoring Appliance Mfg. Part#: LWRC-S-36 Contract: National IPA Technology Solutions (2018011-01)	1	5665953	$36,998.75	$36,998.75
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	$0.00	$0.00
LIVEACTION LIVENCA SUB YR2 Mfg. Part#: LNCA-S-36-2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5824433	$199.17	$19,917.00
LIVEACTION LIVENX SUB YR2 Mfg. Part#: LNXD-S-36-2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5824434	$248.02	$24,802.00

QUOTE DETAILS (CONT.)				
LIVEACTION LIVENX ENGINE SUB YR2 Mfg. Part#: LNXE-S-36-2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5824437	$2,633.40	$2,633.40
LIVEACTION LIVENX REMOTE 2DAY TRNG Mfg. Part#: LNX-RT-8-2 Electronic distribution - NO MEDIA Contract: MARKET	1	5824456	$0.00	$0.00
LIVEACTION LIVEWIRE CORE APPL+3Y MNT Mfg. Part#: LWRC-S-36-2 Contract: National IPA Technology Solutions (2018011-01)	1	5824458	$34,042.41	$34,042.41
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	$0.00	$0.00
LIVEACTION LIVENCA SUB 3Y Mfg. Part#: LNCA-S-36-3 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5823822	$199.17	$19,917.00
LIVEACTION LIVENX SUB 3Y Mfg. Part#: LNXD-S-36-3 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	5823824	$248.02	$24,802.00
LIVEACTION LIVENX ENGINE SUB 3Y Mfg. Part#: LNXE-S-36-3 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5823825	$2,633.40	$2,633.40
LIVEACTION LIVENX REMOTE 2DAY TRNG Mfg. Part#: LNX-RT-8-3 Electronic distribution - NO MEDIA Contract: MARKET	1	5823919	$0.00	$0.00
LIVEACTION LIVEWIRE APPL 16T+3Y MNT Mfg. Part#: LWRC-S-36-3 Contract: National IPA Technology Solutions (2018011-01)	1	5823953	$34,042.41	$34,042.41

PURCHASER BILLING INFO		
Billing Address: CITY OF OPELIKA ACCOUNTS PAYABLE PO BOX 390 OPELIKA, AL 36803-0390 **Phone:** (334) 705-5120 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$255,937.79
	SHIPPING	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$255,937.79**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
Griffin Curcio	|	(877) 635-6656	|	grifcur@cdwg.com

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Corporate Office: 847.465.6000
Fax: 847.465.6800
Toll-free: 800.800.4239
www.cdw.com

CDW Annual Billing Statement

CITY OF OPELIKA

In connection with NIPA-GOV - National IPA Technology Solutions Contract this is to confirm our payment to CDW as follows:

TOTAL LICENSE FEES: $255,937.79

PAYMENT FOR YEAR ONE:	$93,148.17
PAYMENT FOR YEAR TWO:	$81,394.81
PAYMENT FOR YEAR THREE:	$81,394.81

DUE DATE FOR PAYMENT ONE: 30 days from invoice date
DUE DATE FOR PAYMENT TWO: January 2, 2020
DUE DATE FOR PAYMENT THREE: January 2, 2021

CDW Quote # KZPW148

If payment is not received within ten (10) days of the due date specified above, we hereby authorize CDW to invoice us for the annual payment amount and to receive prompt payment from in accordance with CDW's invoices. In addition, if the initial payment was made by credit card, we hereby authorize CDW to charge the annual payment against our credit card.

SIGNATURE: _____

DATE: _____

CDW·G PEOPLE WHO GET IT

NATIONAL IPA
EXPERIENCED • FOCUSED • TRUSTED

NATIONAL IPA AND CDW·G

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:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto networks · RUCKUS an ARRIS company · TRIPP·LITE · vmware

RESOLUTION NO. 366-19

Special Use Permit with Verizon at 269 Lee Road 711.

RESOLUTION NO. _____

WHEREAS, Resolution No. 004-19 for a Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 2nd day of January, 2019, and;

WHEREAS, Verizon Wireless, has requested an extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

WHEREAS, Resolution No. 150-19 for an extension of the Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 4th day of June, 2019, and;

WHEREAS, Verizon Wireless, has requested a second extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

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

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

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a second extension of the Special Use Permit for the modification of Verizon Wireless' equipment at this facility located at 269 Lee Road 711, which consist of a 193.5' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon Wireless is hereby granted a extension of the Special Use Permit to modify their equipment at the wireless telecommunications facility located at 269 Lee Road 711.

As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon Wireless may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.
2. Verizon Wireless must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once, Verizon Wireless has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon Wireless must notify the City's consultant for all inspections.
4. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.
6. The provision of the Certificate of Completion for this work shall be a pre-condition for any future modifications of any kind by this carrier, at this facility.

ADOPTED and APPROVED this _____ day of _____, 2019.

_____

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 367-19

Designate person for EMMA reporting requirements.

RESOLUTON NO. _____

BE IT RESOLVED BY THE GOVERNING BODY (the "Governing Body") OF THE CITY OF OPELIKA, ALABAMA (the "Issuer"):

Section 1. Findings and Representations

(a) The Issuer has heretofore submitted certain warrant issues (collectively the "Issues") to the Securities and Exchange Commission (SEC) pursuant to the Municipalities Continuing Disclosure Cooperation (MCDC) Initiative and a resolution duly adopted by the Issuer.

(b) In connection with the Issuer's participation in the MCDC Initiative, the Issuer has agreed to undertake the following:

(i) establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings;

(ii) comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;

(iii) cooperate with any subsequent investigation by the enforcement division of the SEC;

(iv) disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and

(v) provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

(c) The officers and staff of the Governing Body have, upon examination and study of the foregoing, devised the following policies and procedures (collectively the "Policies and Procedures"):

(i) The representative of the Governing Body responsible for continuing disclosure, designated as Cindy Boyd, or her successor as City Controller (the "Designee"), will notify the accountants preparing the Issuer's annual financial statement in writing that the financial statement must be completed in accordance with the Issuer's continuing disclosure obligations and posted on the EMMA website.

(ii) The Designee, upon determining that the Issuer will not be able to comply with any requirements of any of its continuing disclosure obligations, or upon the occurrence of any reportable event set forth in any of its continuing disclosure obligations, will provide notice to the public of such failure or occurrence on the EMMA website.

(iii) Not less than once each calendar year, the Designee will personally read or watch the material for "State & Local Governments" in the "MSRB Education Center" on the EMMA website.

(iv) Not less than once each calendar year, the Designee will monitor the EMMA website, particularly the material for "State and Local Governments," for changes, announcements and updates to any matters affecting continuing disclosure.

Section 2. Approval of Policies and Procedures

The Policies and Procedures set forth herein are ratified, adopted and confirmed, and the Designee is hereby authorized and directed take such action as may be necessary to comply with such Policies and Procedures.

Section 3. Other Requirements of the MCDC Initiative

(a) The Designee is hereby authorized and directed to make any delinquent filings on the EMMA website and to otherwise ensure that the Issuer is compliant with any prior continuing disclosure obligations.

(b) The Issuer will cooperate with any subsequent investigation by the enforcement division of the SEC and will provide such information or documentation as may be requested by the SEC in connection therewith.

(c) The Issuer will disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings.

(d) The Issuer will provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

Section 3. No Material Misrepresentations

The foregoing notwithstanding, the Issuer neither admits nor denies any of the findings that may be made in any SEC enforcement action that may result from the Issuer's participation in the MCDC Initiative. The Issuer does not believe that any of its disclosures related to the Issues contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 4. Other Action

The officers and staff of the Governing Body are hereby authorized to take such other action as may be necessary or desirable to complete or comply with the provisions of this resolution.

Section 5. Monitoring Compliance

The Issuer, and no other, assumes full responsibility for monitoring the Issuer's compliance with the terms of this resolution.

Approved and adopted this the ____ day of _____, 2019.

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

City Clerk

RESOLUTION NO. 368-19

Contract for Vision Care Insurance with Vsp Vision Care - H/R.

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT FOR
VISION CARE INSURANCE WITH VSP VISION CARE

WHEREAS, the City of Opelika (the "City") offers voluntary optional vision care insurance to its employees and their dependents with the premium for any selection of vision care insurance to be paid entirely by the employee; and

WHEREAS, VSP Vision Care is the largest vision insurance company in the United States; and

WHEREAS, VSP Vision Care has offered to provide optional vision care benefits to City employees through the City's optional insurance benefits program, subject to the exceptions, limitations and exclusions set forth in the policy; and

WHEREAS, the City of Opelika, (the "City") desires to contract with VSP Vision for optional employee vision care benefits.

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

1. That the Mayor is hereby authorized to apply to VSP Vision Care for optional employee vision care benefits.

2. That the Mayor is hereby authorized to act on behalf of the City and to enter into a contract with VSP for vision care benefits in accordance with the vision care policy attached

hereto as Exhibit “A”.

3. That vision care insurance be offered to City employees and their dependents through the VSP Choice Plan, with benefits and rates as indicated on Exhibit “A” to this Resolution, with premiums for any selection of vision care insurance to be paid by the employee. The employee will not automatically be covered by optional vision care insurance and must take action to elect the insurance plan. The employee will pay the full cost of the premium. The City merely provides the employee access to the vision care insurance plan and is not responsible for any premiums, costs or contributions associated with the plan.

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 Insurance Policy.

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

EXHIBIT “A”

VSP Vision Care for Life

VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670
CLIENT VISION CARE POLICY

Client Name	**CITY OF OPELIKA**
Policy Number	**30093788**
State of Delivery	**ALABAMA**
Effective Date	**JANUARY 1, 2020**
Premium Due Date	**FIRST DAY OF MONTH**
Policy Term	**FORTY-EIGHT (48) MONTHS**

In consideration of the statements and agreements contained in the Client Application, if applicable, and in consideration of payment by the Client of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Client Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

Kate Renwick-Espinosa, President

I.

TERM, RENEWAL AND TERMINATION

1.01. **Term**: This Policy shall commence on the Effective Date noted on the front page of this Policy, and shall remain in effect for the Policy Period, also noted on the front page of this Policy.

1.02. **Renewal**:

(a) VSP shall issue written renewal notice to the Client at least sixty (60) days before the end of the Policy Term and this Policy shall be automatically renewed for an additional period of time and at premium rate(s) specified in such notice. Such renewal shall take effect, without any lapse in coverage, on the first calendar day following the last day of the Policy Term described herein. Client may refuse renewal by notifying VSP in writing at least thirty (30) days prior to renewal.

1.03. **Termination**:

(a) This Policy may be terminated by either the Client or VSP upon expiration of a Policy Period as set forth in paragraph 1.02.

(b) This Policy may also be terminated by VSP immediately upon written notice, if Client fails to:

(i) Pay premiums by the dates defined in paragraph 3.04.

(ii) Report a material change in accordance with paragraph 3.03.

(c) If Client terminates this Policy as of any date other than the end of the Policy Period, such termination will be treated by VSP as a breach by Client.

(d) If this Policy is terminated under paragraph 1.03(b) or (c), coverage is terminated and VSP is released from all obligations of this Policy, effective as of the termination date (except for preexisting obligations specifically set forth in Section 1.03 (e), below). Client will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Client would have paid for the remaining term of this Policy, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Client over the current term. Net premiums shall mean premiums paid by Client minus any applicable retention amounts and/or broker commissions. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

(e) If this Policy is terminated for any cause as stated in this section 1.03, VSP is not required to pay for services provided after such termination date, except for any outstanding, unexpired benefit that is authorized before termination, or any other claim obligations that arose prior to termination.

II.

OBLIGATIONS OF VSP

2.01. **Coverage of Covered Person**: VSP will enroll for coverage, as directed by Client, each eligible Enrollee and his/her Eligible Dependents (if dependent coverage is provided), all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Client to complete, sign and forward to VSP a Client Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums.

Following the enrollment of the Covered Persons, VSP will provide Client with an Evidence of Coverage for distribution to Covered Persons by Client. Such Evidence of Coverage and Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

2.02. **Administration of Plan Benefits**: Through VSP Preferred Providers (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from, an Open Access Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A(s)) and when purchased by Client, the Additional Benefit Rider (Schedule C(s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. VSP Preferred Providers have agreed to accept payments for services with no additional billing to the Covered Person other than Copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider. Retail chains may not offer all Plan Benefits. Covered Person may contact VSP Network Provider for information describing vision care services and vision care materials offered.

A Benefit Authorization must be obtained before a Covered Person can use Plan Benefits from a VSP Preferred Provider. When a Covered Person seeks Plan Benefits from a VSP Preferred Provider, the Covered Person must schedule an appointment and identify himself/herself as a VSP Covered Person so the VSP Preferred Provider can obtain a Benefit Authorization from VSP. VSP shall provide a Benefit Authorization to the VSP Preferred Provider to authorize the administration of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date and must be used by the Covered Person to obtain Plan Benefits prior to the date the Benefit Authorization expires. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Client and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Preferred Provider that payment will be made. VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed

claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

2.03. Open Access Provider Services: When Covered Persons elect to utilize the services of an Open Access Provider, benefit payments for services from such Open Access Provider will be determined according to the Plan's Open Access Provider benefit fee schedule if Open Access Provider reimbursement is available. COVERED PERSONS MAY BE LIABLE FOR MORE THAN THE COPAYMENT. The Open Access Provider may bill Covered Persons for that Provider's standard rates, regardless of the amount of VSP's Plan Benefits. If Covered Person is eligible for and obtains Plan Benefits from an Open Access Provider, Covered Person remains liable for the provider's full fee. Covered Person will be reimbursed by VSP in accordance with the Open Access Provider reimbursement schedule shown on the attached Schedule of Benefits (Exhibit A (s)) and Additional Benefit Rider (Schedule C(s)) (if purchased by Client), less any applicable Copayments.

2.04. Information to Covered Persons: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and instructions for use. A copy of this Policy shall be provided to Client and will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain information on VSP's Preferred Providers through VSP's website at www.vsp.com, VSP's Customer Care toll-free number (1-800-877-7195), or by written request. If Client supplies email addresses of Covered Persons to VSP, VSP may use the email addresses to communicate information to Covered Persons about their vision benefits.

2.05. Confidentiality and Non-Disclosure Agreements VSP and Client have delivered, or will deliver, upon execution and delivery of this Policy, certain information about the properties and operations of their respective businesses. VSP and Client, therefore, agree as follows:

a) Definition of Confidential Information. For purposes of this Policy, "Confidential Information" means any data and/or information, in any form, disclosed by the disclosing Party ("Discloser") to the receiving Party ("Recipient") either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as

Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 2.05 of this Policy.

b) Non-Disclosure and Non-Use of Confidential Information. Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser's Confidential Information. Recipient shall carefully restrict access to Discloser's Confidential Information to only those of its and its Affiliates' officers, directors, employees, agents and representatives (collectively, "Representatives") who (i) clearly require such access in order to enable to perform their respective obligations under this Policy (ii) who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Policy, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Policy, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature but in no event using less than a reasonable degree of care. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

c) Return or Destruction of Confidential Information. The Receiving Party, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Receiving Party may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Policy. Recipient may disclose Discloser's Confidential Information if and to the

extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give

Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

d) Injunctive Relief. The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Policy may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each Party is in addition to the remedies otherwise available under this Policy or otherwise at law or equity.

e) Survival: The obligations laid down in this Section 4 shall continue and survive beyond the termination of this Policy.

2.06. Urgent Vision Care: When vision care is necessary for Urgent Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Preferred Provider or Open Access Provider, if Open Access benefits are available. Services for conditions of a medical nature are covered by VSP only under supplemental eyecare plans. If Client purchased one of these plans, such coverage will be evidenced in an Additional Benefit Rider (Schedule C). If Client has not purchased one of these plans, Covered Persons are not covered by VSP for such services and should contact a physician under Covered Persons' medical insurance plan for care.

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call VSP's Customer Care toll-free number (1-800-877-7195) for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

2.07. **Coordination of Benefits**: Unless otherwise agreed to by Client and VSP, the following rules governing coordination of benefits shall apply. When VSP is the primary insurer, it will pay benefits according to the terms of this Policy, subject to any applicable state or federal codes, statutes or regulations. When VSP is the secondary insurer, it will coordinate those vision care services and materials that were considered by the primary insurer as allowable expenses. VSP will pay the lesser of:

a) The normal Plan Benefit, in the absence of other coverage, or

b) The remaining balance up to Covered Person's Plan Benefits, not to exceed the billed amount.

III.

OBLIGATIONS OF CLIENT

3.01. **Identification of Eligible Enrollees**: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified by the Client, and in accordance with applicable state and federal law. Client shall provide VSP with required eligibility information, in a mutually agreed upon timeframe, format and medium, to identify all Enrollees who are eligible for coverage under this Policy.

3.02. **Retroactive Eligibility Terminations**: Retroactive eligibility changes are limited to the month in which notification is received by VSP, plus two prior months. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination. Notwithstanding any other provision, a Covered Person's past service utilization for any Plan Benefit under this Plan during the Plan Term shall be taken into account by VSP in applying and enforcing benefit frequency limitations, unless VSP and Client otherwise agree in writing.

3.03. **Change of Client Composition**: Client's percentage of Enrollees covered under the Policy as well as Client's contribution and eligibility requirements are factors used to determine rates and are considered material to VSP's obligations under this Policy. During the term of this Policy and in accordance with section 1.03, Client must provide VSP with written notification of any changes that will significantly impact utilization of the benefits and such changes must be agreed upon by VSP. Nothing in this section shall limit Client's ability to add Enrollees or Eligible Dependents under the terms of this Policy.

3.04. **Payment of Premiums**: Upon receipt of VSP's billing statement, Client shall remit to VSP the premiums as set forth in Exhibit B. The premiums set forth in Exhibit B shall remain in effect for the term of this Policy unless the Client requests a change in the Schedule of Benefits and/or Additional Benefits Rider (if purchased by Client), or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP. Client premium payments are due upon receipt of VSP's billing statement and shall become delinquent after thirty-one (31) days. If the premium payment remains unpaid the coverage may be cancelled and the Client will be responsible for payment for all Plan Benefits provided to Covered Persons. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

3.05. **Distribution of Required Materials:** Client shall provide to Enrollees any materials required by any regulatory authority, within the timeframe required under applicable law.

3.06. Communication Materials: Communication materials created by Client which relate to this Vision Care Policy may be submitted to VSP for review and approval. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Client's materials meet any applicable legal or regulatory requirements including, but not limited to, ERISA requirements. In the event of any dispute between the communication materials and this Policy, the provisions of this Policy shall prevail.

IV.
OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

4.01. **General**: This Policy provides coverage for Client's Enrollees. If Client offers dependent coverage, this Policy will also cover Enrollees' Eligible Dependents. This Policy may be amended or terminated by agreement between VSP and Client without the consent or concurrence of Covered Persons. This Policy with any and all Exhibits and/or attachments constitutes the entire obligation of VSP to Covered Persons. All statements, in the absence of fraud, made by any applicant or applicants shall be deemed representations and not warranties, and that no such statement shall void the insurance or reduce benefits thereunder unless contained in a written instrument signed by the policyholder or the insured person, a copy of which has been furnished to such policyholder or to such person or his beneficiary.

4.02. **Copayments for Services Received**: Any Copayments required under this Policy shall be the personal responsibility of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

4.03. **Obtaining Services from VSP Preferred Providers**: To utilize Plan Benefits, Covered Persons must select a VSP Preferred Provider, schedule an appointment and inform the doctor's office that they are Covered Persons of VSP. The VSP Preferred Provider will contact VSP to obtain a Benefit Authorization. If a Covered Person receives Plan Benefits from a VSP Preferred Provider without a Benefit Authorization, any services or materials received from the doctor will be treated as benefits from an Open Access Provider. Retail chains may not offer all Plan Benefits. Covered Person may contact VSP Network Provider for information describing vision care services and vision care materials offered.

4.04. **Open Access Provider Benefits**: If required by state law, or if purchased by Client, this Policy provides Plan Benefits for services and materials received from Open Access Providers. Covered Persons may submit requests for reimbursement to VSP and VSP will pay available Plan Benefits to Covered Persons. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided.

4.05. **Complaints and Grievances:** Complaints and grievances may be submitted by Covered Persons to VSP in writing, by telephone, online or through Covered Persons' VSP Network Providers, as explained in the Evidence of Coverage for this Policy. VSP will resolve all complaints and grievances within thirty (30) calendar days following receipt unless special circumstances require an extension of time. Where such extension is required, VSP will resolve all complaints and grievances as soon as possible, but not later than one hundred twenty (120) calendar days after receipt. If VSP determines that a complaint or grievance cannot be resolved within thirty (30) calendar days, it will notify Covered

Person of the expected resolution date. VSP will notify Covered Person in writing of the final resolution of all complaints and grievances.

4.06. **Claim Denial Appeals:** If a claim is denied in whole or in part, under the terms of this Policy, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) **Initial Appeal**: All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. The Covered Person may review, during normal business hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal .

b) **Second Level Appeal**: If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to VSP within sixty (60) calendar days after receipt of VSP's response to the initial appeal. VSP shall communicate its final determination to Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. VSP's communication to the Covered Person shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation. Additional information is available from the U. S. Department of Labor or the insurance regulatory agency for Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and Covered Person disagrees with the outcome of such appeals.

4.07. Time of Action: No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy.

4.08. Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

V.
CONTINUATION OF COVERAGE

5.01. **COBRA**: If, and only to the extent, COBRA applies to the parties to this Policy, VSP shall make the required COBRA continuation coverage available to Covered Persons in accordance with the provisions of COBRA.

5.02. **Replacement Coverage**: VSP reserves the right to offer replacement VSP coverage to individuals whose previous VSP coverage has terminated or is subject to termination. Any such offer of replacement coverage shall be separate and distinct from, and not in lieu of, any COBRA-required offer of continuation coverage.

VI.

DISPUTE RESOLUTION

6.01. Dispute Resolution: VSP and Client agree that all disputes arising out of or relating to this Policy shall be resolved, wherever possible, through mediation. When such negotiation is not successful, both parties agree to try in good faith to settle disputes by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. All efforts shall be made by both parties to avoid litigation, or other dispute resolution procedures.

6.02. Choice of Law: If any matter arises in connection with this Policy which becomes the subject of legal process, the law of the State of Delivery of this Policy shall be the applicable law.

VII.

NOTICES

7.01. **Notices**: Any notices required under this Policy to either Client or VSP shall be in written format. Notices sent to the Client will be sent to the address or email address shown on the Client's Application unless otherwise directed by Client. Notices to VSP shall be sent to the address shown on the front page of this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

VIII.
STANDARD PROVISIONS

8.01. **Entire Agreement**: This Policy, the Client Application, the Evidence of Coverage, and all Exhibits and attachments hereto, constitute the entire agreement of the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to this Policy must be mutually agreed upon by both VSP and Client. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Client for distribution to Enrollees do not constitute a part of this Policy.

8.02. **Indemnity**: VSP agrees to indemnify, defend and hold harmless Client, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Client agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Client, its officers, agents or employees to perform any of the duties or responsibilities specified herein.

8.03. **Liability**: VSP arranges for the provision of vision care services and materials through agreements with VSP Preferred Providers. VSP Preferred Providers are independent contractors and are responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Client be liable to each other for the negligence, wrongful acts or omissions of any doctor, non-VSP owned laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

8.04. **New Insureds**: From time to time, new employees or dependents of the Client eligible to and applying for insurance in that group or class may be added to be covered by this Policy.

8.05. **Assignment**: Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.

8.06. **Severability**: Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

8.07. **Governing Law:** This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or

regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

8.08. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

8.09. **Equal Opportunity:** To the group or class originally insured there shall be added from time to time all person becoming newly eligible for and applying for insurance in the group or class..

IX.

DEFINITIONS

The key terms in this Policy are defined:

9.01. **ADDITIONAL BENEFIT RIDER**: The document, attached as Exhibit C to this Policy (when purchased by Client), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Client in conjunction with a Plan Benefit offered under Exhibit A.

9.02. **ADMINISTRATIVE SERVICES PROGRAM**: A self-insured vision care plan whereby Client pays VSP for the Plan Benefits in addition to a monthly administrative fee.

9.03 **ASSIGNMENT OF BENEFITS:** A written order signed by a Covered Person eighteen (18) years of age or older and included with each claim, directing VSP to pay available Plan Benefits to a named Open Access Provider.

9.04. **BENEFIT AUTHORIZATION**: A process used to confirm eligibility of an individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

9.05. **CLIENT**: An employer or other entity which contracts with VSP to provide coverage under this Policy for its Enrollees and their Eligible Dependents.

9.06. **CLIENT APPLICATION**: The form signed by an authorized representative of the Client to apply for Enrollee coverage under this Policy.

9.07. **COBRA:** The Consolidated Omnibus Budget Reconciliation Act of 1985.

9.08. **COMPLAINTS AND GRIEVANCES:** Disagreements regarding access to care, quality of care, treatment or service.

9.09. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons acquired by VSP in the course of providing Plan Benefits hereunder.

9.10. **COORDINATION OF BENEFITS**: A procedure which allows more than one insurance plan to consider a Covered Person's vision care claims for payment or reimbursement.

9.11. **COPAYMENTS**: Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.

9.12. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.

9.13. **ELIGIBLE DEPENDENT**: Any dependent of an Enrollee who meets the criteria for eligibility established by Client.

9.14. **ENROLLEE**: An employee or member of Client who meets the criteria for eligibility established by Client.

9.15. **EVIDENCE OF COVERAGE ("EOC"):** A summary of the provisions of this Policy, prepared by VSP and provided to Client for distribution to Enrollees by Client.

9.16. **OPEN ACCESS PROVIDER**: Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

9.17. **PLAN or PLAN BENEFITS**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.

9.18. **POLICY PERIOD**: The length of time this Policy is in effect, as shown on the front page of this Policy.

9.19. **RENEWAL DATE**: The date when this Policy shall renew or terminate if proper notice is given.

9.20. **RETENTION**: VSP's administrative fee deducted from net premiums paid by Client.

9.21. **RISK PROGRAM**: A fully insured vision care plan whereby VSP will calculate a rate per Enrollee to cover the cost of claims incurred and administrative costs. Under the arrangement, VSP assumes the risk of utilization exceeding the rate per Enrollee over the full Policy Term.

9.22. **SCHEDULE OF BENEFITS:** The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.

9.23. SCHEDULE OF PREMIUMS: The document, attached as Exhibit B to this Policy, which defines the payments a Client is obligated to pay to VSP on behalf of a Covered Person to entitle him/her to Plan Benefits.

9.24. STATE OF DELIVERY: The State in which this Policy is being issued, delivered or renewed.

9.25. TERMINATION: Cancellation of the Policy as stated in Article I.

9.26. URGENT CONDITION: A condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.

9.27. VISION CARE POLICY or POLICY: The Policy issued by VSP to a Client, under which the Client's Enrollees or members, and their Eligible Dependents, are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy. The Policy includes any and all Exhibits and/or attachments thereto.

9.28. VSP PREFERRED PROVIDER: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide Plan Benefits to Covered Persons of VSP.

EXHIBIT A

SCHEDULE OF BENEFITS
VSP Choice Plan®

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Any unmarried child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to the end of the month in which they turn age 26 or to the end of the month in which they turn age 25 if full time students.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS
VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of $10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**

Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to age 26.
Standard Progressive Lenses covered in full

FRAMES - Covered up to the Plan allowance* once every 24 months**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

CONTACT LENSES

ELECTIVE

Elective Contact Lenses (materials only) are covered up to $130.00 once every 12 months**

The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a maximum $60.00 Copayment.

NECESSARY
Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.
*Less any applicable Copayment.
** beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

- Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
- Plano lenses (lenses with refractive correction of less than ± .50 diopter), except as specifically allowed under the Suncare enhancement, if purchased by Client.
- Two pair of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Orthoptics or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Contact lens insurance policies or service agreements.
- Refitting of contact lenses after the initial (90-day) fitting period.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where VSP is required by law to pay.
- Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.

REIMBURSEMENT SCHEDULE
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of $10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EYE EXAMINATION: Up to $ 45.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

SPECTACLE LENSES

Single Vision Up to $ 30.00* once every 12 months**

Bifocal Up to $ 50.00* once every 12 months**

Trifocal Up to $ 65.00* once every 12 months**

Lenticular Up to $100.00* once every 12 months**

FRAMES: Covered up to $ 70.00* once every 24 months**

CONTACT LENSES

Elective
Elective Contact Lenses are covered up to $105.00 once every 12 months**

The Elective Contact Lens allowance applies to both the doctor's fitting and evaluation fees, and to materials.

Necessary
Necessary Contact Lenses are covered up to $210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
**beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to $125.00*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

OPEN ACCESS PROVIDERS

- Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
- Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
- There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
- VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

EXHIBIT B

VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF PREMIUMS
VSP Choice Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

$ 7.07 per month for each eligible Enrollee without dependents.
$ 12.70 per month for each eligible Enrollee with one eligible dependent.
$ 21.97 per month for each eligible Enrollee with two or more eligible dependents.

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

EXHIBIT C

ADDITIONAL BENEFIT RIDER
SUPPLEMENTAL PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary eyecare also involves management of conditions which require monitoring to prevent future vision loss. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Any unmarried child of Enrollee, including natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to the end of the month in which they turn age 26 or to the end of the month in which they turn age 25 if full time students.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Plan Benefits under the Supplemental Primary EyeCare Plan are available to Covered Persons only after all other benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS below) will be covered for certain primary eyecare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

SYMPTOMS

Examples of symptoms which may result in a Covered Person seeking services on an urgent basis under the PEC Plan may include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the PEC Plan may include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- macular degeneration
- corneal dystrophy
- corneal abrasion

- cataract
- pink eye
- blepharitis
- sty

PROCEDURES FOR OBTAINING SUPPLEMENTAL PRIMARY EYECARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

The Supplemental Primary EyeCare Plan provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine how to obtain plan benefits.

The provider should first submit a claim to Covered Person's group medical insurance plan. Any amounts not paid by the medical plan may then be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB.". Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.)

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, the Supplemental Primary EyeCare Plan provides Plan Benefits as follows:

1. Covered Person contacts VSP Preferred Provider and makes an appointment.

2. Covered Person pays the applicable Copayment at the time of each Supplemental Primary EyeCare visit and amounts for any additional services not covered by the Plan.

REFERRALS

If Covered Services cannot be provided by Covered Person's VSP Preferred Provider, the doctor will refer the Covered Person to another VSP Preferred Provider or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the PEC Plan, the VSP Preferred Provider will refer the Covered Person to a physician.

Referrals are intended to insure that Covered Persons receive the appropriate level of care for their presenting condition. **Covered Persons do not require a referral from a VSP Preferred Provider in order to obtain Plan Benefits.**

PLAN BENEFITS
VSP PREFERRED PROVIDERS

COVERED SERVICES

Eye Examinations, Consultations, Urgent/Emergency Care: Covered in Full after a Copayment of $20.00.
Special Ophthalmological Services: Covered in Full
Eye and Ocular Adnexa Services: Covered in Full

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Supplemental Primary EyeCare Plan provides coverage for limited vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to Covered Persons upon request.

NOT COVERED

- Services and/or materials not specifically included in this Rider as covered Plan Benefits.
- Frames, spectacle lenses, contact lenses or any other ophthalmic materials.
- Orthoptics or vision training and any associated supplemental testing.
- Surgery, and any pre- or post-operative services, except as an adnexal service included herein.
- Treatment for any pathological conditions.
- An eye exam required as a condition of employment.
- Insulin or any medications or supplies of any type.
- Local, state and/or federal taxes, except where VSP is required by law to pay.

SUPPLEMENTAL PRIMARY EYECARE PLAN DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva	The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.
Conjunctivitis	See Pink Eye.
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object.
Eyecare Professional	Any duly licensed optometrist (O.D.), ophthalmologist or other doctor of medicine (M.D.), or doctor of osteopathy (D.O.).
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma	A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision.
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.
Pink Eye	An acute, highly contagious inflammation of the conjunctiva. Also known as conjunctivitis.
Retinal Nevus	A pigmented birthmark on the sensory membrane lining the eye which receives the image formed by the lens.
Systemic Condition	Any condition of problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

Client Vision Care Plan

Client Name: CITY OF OPELIKA
Client Number: 30093788
Effective Date: JANUARY 1, 2020

EVIDENCE OF COVERAGE

Provided by:

VISION SERVICE PLAN INSURANCE COMPANY
3333 Quality Drive, Rancho Cordova, CA 95670
(916) 851-5000 (800) 877-7195

Notice to Client: In the event this document is used to develop a Summary Plan Description, complete the information below, as applicable.

NAME OF CLIENT:

NAME OF PLAN:

PRIMARY ADDRESS OF CLIENT:

PLAN ADMINISTRATOR:

ADDRESS:

PHONE NUMBER:

This Evidence of Coverage is a summary of the Policy provisions and is presented as a matter of general information only. It is not a substitute for the provisions of the Policy itself. In the event of any dispute between this Evidence of Coverage and the Policy, the provisions of the Policy will prevail. A copy of the Policy will be furnished on request. If any changes are made to this document by anyone other than VSP, VSP disclaims responsibility for such changes and cannot guarantee this document will comply with any statutory requirements including but not limited to ERISA.

ELIGIBILITY FOR COVERAGE

Enrollees: To be covered, a person must currently be an employee or member of the Client, and meet the coverage criteria established by Client.

Eligible Dependents: Any dependent of an Enrollee of Client who meets the eligibility criteria established by Client, if such dependent coverage is provided.

HOW TO USE THIS PLAN

VSP provides Plan Benefits to Covered Persons based on the level of coverage purchased by the Client. Refer to the Schedule of Benefits and Additional Benefit Rider (if applicable) for specific Plan Benefits.

1. Contact VSP to obtain a list of participating providers, and/or to view available benefits, (see below for contact information).

2. Contact a VSP Preferred Provider's office to schedule an appointment and indicate that Covered Person is a VSP member. Should Covered Persons fail to identify themselves as VSP members, Plan Benefits shall be limited to those of an Open Access Provider, if such Plan Benefits are available.

3. Once the appointment is made, the VSP Preferred Provider will obtain benefit verification from VSP. The VSP Preferred Provider will bill VSP directly and the Covered Person is responsible for payment of any applicable Copayments, non-covered services or materials, or amounts which exceed plan allowances, and annual maximum benefits.

4. If the Policy includes Plan Benefits for Open Access Providers, Covered Person may be responsible for paying for all services and/or materials in full and submitting a claim to VSP. All reimbursement will be in accordance with the Open Access Provider fee schedule, less any applicable Copayment. Obtaining services from an Open Access Provider will typically result in higher out of pocket expenses for Covered Persons. All claims must be submitted to VSP within [365] calendar days from the date services are rendered and/or materials provided. Claims received by VSP after [365] days will be denied unless prohibited by applicable state or federal law.

TO OBTAIN FURTHER INFORMATION

Contact VSP at 800-877-7195 or www.vsp.com.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This Plan is designed to cover visual needs rather than cosmetic materials.

Some vision care services and/or materials are not covered under this Plan and certain other limitations may apply. Please refer to the EXCLUSIONS AND LIMITATIONS OF BENEFITS section of the attached Schedule of Benefits and/or Additional Benefit Rider (when purchased by Client) for details.

COORDINATION OF BENEFITS

Covered Persons who are covered under two or more insurance plans that include vision care benefits may be eligible for Coordination of Benefits ("COB"). VSP will combine other insurance plans' claim payments or reimbursements, if any, with benefits available under Covered Person's VSP Plan, which may reduce or eliminate Covered Person's out-of-pocket expense. Covered Persons covered under more than one VSP Plan may also be able to take advantage of COB. In order to process claims involving COB, VSP may need to share personal information regarding Covered Persons with other parties (such as another insurance company). When this is necessary, VSP will only share such information with those persons or organizations having a legitimate interest in that information and only where such sharing is not prohibited by law.

URGENT VISION CARE

Services for conditions of a medical nature are covered by VSP only under specific supplemental eye care Plans purchased by Client. If Client purchased one of these plans, such coverage will be evidenced in an Additional Benefit Rider. When vision care is necessary for Urgent Conditions, Covered Persons with a supplemental eye care plan may obtain Plan Benefits by contacting a VSP Preferred Provider or Open Access Provider. No prior approval from VSP is required for the Covered Person to obtain vision care for Urgent Conditions of a medical nature. If Client has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care.

HOLD HARMLESS

Covered Persons shall be held harmless for any sums owed by VSP to the VSP Preferred Provider, other than those sums not covered by the Plan.

COMPLAINTS AND GRIEVANCES

Covered Persons have the right to expect quality care from VSP Preferred Providers. More information is available under "Patient's Rights and Responsibilities" on VSP's web site at www.vsp.com. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Covered Persons may submit any complaints and/or grievances, including appeals, in writing to VSP at 3333 Quality Drive, Rancho Cordova, CA 95670-7985 or verbally by calling VSP's Customer Care Division at 1-800-877-7195. VSP will resolve the complaint or grievance within thirty (30) calendar days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) calendar days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution VSP will notify the Covered Person of the outcome in writing.

CLAIM PAYMENTS AND DENIALS

Initial Determination: VSP will pay or deny claims within thirty (30) calendar days of receipt. In the event that a claim cannot be resolved within the time indicated VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

Claim Denial Appeals: If a claim is denied in whole or in part, under the terms of the Policy, Covered Person or Covered Person's authorized representative may submit a request for a full review of the denial. Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

Initial Appeal: The request for review must be made within one hundred eighty (180) calendar days following denial of a claim and should contain sufficient information to identify the claim and the Covered Person affected by the denial. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

Second Level Appeal: If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

Other Remedies: When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Covered Person may contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

Time of Action: No action in law or in equity shall be brought to recover on the Policy prior to the Covered Person exhausting his/her grievance rights under the Policy and/or prior to the expiration of sixty (60) days after the claim and any applicable documentation have been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of the Policy.

INDIVIDUAL CONTINUATION OF BENEFITS

In the event this Plan is terminated, VSP coverage may be available for individuals to purchase online www.vsp.com.

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that under certain circumstances health plan benefits be made available to eligible participants and their dependents upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies to Covered Person's Plan, VSP shall make the statutorily required continuation coverage available for purchase in accordance with COBRA.

DEFINITIONS:

ADDITIONAL BENEFIT RIDER	The document, attached as Exhibit C to the Policy (when purchased by Client), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under the Policy. Additional Benefits are only available when purchased by Client in conjunction with a Plan Benefit offered under the Schedule of Benefits.
ASSIGNMENT OF BENEFITS	A written order signed by a Covered Person eighteen (18) years of age or older and included with each claim, directing VSP to pay available Plan Benefits to a named Open Access Provider.
CLIENT	An employer or other entity which contracts with VSP for coverage under the Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents, if such dependent coverage is provided.
COORDINATION OF BENEFITS	Procedure which allows more than one insurance plan to consider Covered Persons' vision care claims for payment or reimbursement.
COPAYMENTS	Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.
COVERED PERSON	An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under the Plan.
ENROLLEE	An employee or member of Client who meets the criteria for eligibility established by Client.
PLAN OR PLAN BENEFITS	The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under the Policy, as defined in the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Client).
OPEN ACCESS PROVIDER	Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.
PLAN ADMINISTRATOR	The person specifically so designated on the Client application, or if an administrator is not so designated, the Client. The Plan Administrator shall have authority to control and manage the operation and administration of the Plan on behalf of the Client.
POLICY	The contract between VSP and Client upon which this Plan is based.
SCHEDULE OF BENEFITS	The document(s), attached as Exhibit A to the Client Policy maintained by the Plan Administrator and to this Evidence of Coverage, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of the Plan.
VSP PREFERRED PROVIDER	An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to Plan Benefits on behalf of Covered Persons of VSP.
URGENT CARE	Services for a condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical, action.

EXHIBIT A

SCHEDULE OF BENEFITS
VSP Choice Plan®

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Any unmarried child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to the end of the month in which they turn age 26 or to the end of the month in which they turn age 25 if full time students.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS
VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of $10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**
Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to age 26
Standard Progressive Lenses covered in full

FRAMES - Covered up to the Plan allowance* once every 24 months**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

CONTACT LENSES

ELECTIVE

Elective Contact Lenses (materials only) are covered up to $130.00 once every 12 months**

The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months, after a maximum $60.00 Copayment.

NECESSARY
Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
** beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

- Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
- Plano lenses (lenses with refractive correction of less than ± .50 diopter), except as specifically allowed under the Suncare enhancement, if purchased by Client.
- Two pair of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Orthoptics or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Refitting of contact lenses after the initial (90-day) fitting period.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where VSP is required by law to pay.
- Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology

REIMBURSEMENT SCHEDULE
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of $10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Up to $ 45.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

SPECTACLE LENSES

Single Vision Up to $ 30.00* once every 12 months**

Bifocal Up to $ 50.00* once every 12 months**

Trifocal Up to $ 65.00* once every 12 months**

Lenticular Up to $100.00* once every 12 months**

FRAMES: Covered up to $ 70.00* once every 24 months**

CONTACT LENSES

ELECTIVE
Elective Contact Lenses are covered up to $105.00 once every 12 months**

The Elective Contact Lens allowance applies to both the doctor's fitting and evaluation fees, and to materials.

NECESSARY
Necessary Contact Lenses are covered up to $210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.
**beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to $125.00*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to $1000.00*

*Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

OPEN ACCESS PROVIDERS

- Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
- Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
- There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
- VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

EXHIBIT C

ADDITIONAL BENEFIT RIDER
SUPPLEMENTAL PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary eyecare also involves management of conditions which require monitoring to prevent future vision loss. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Any unmarried child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to the end of the month in which they turn age 26 or to the end of the month in which they turn age 25 if full time students.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN DESCRIPTION

The Supplemental Primary EyeCare Plan ("PEC") is intended to be a supplement to Covered Person's group medical plan. Providers will first submit a claim to Covered Person's group medical insurance plan, and then to VSP. Any amounts not paid by the medical plan will be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB"). Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.) If Covered Person does not have a group medical plan, providers will submit claims directly to VSP.

Plan Benefits under the Supplemental Primary EyeCare Plan are available to Covered Persons only after all other benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS below) will be covered for certain primary eyecare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

SYMPTOMS

Examples of symptoms which may result in a Covered Person seeking services on an urgent basis under the PEC Plan may include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the PEC Plan may include, but are not limited to:
Examples of conditions which may require management under the PEC Plan may include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

PROCEDURES FOR OBTAINING SUPPLEMENTAL PRIMARY EYECARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

The Supplemental Primary EyeCare Plan provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine how to obtain plan benefits.

The provider should first submit a claim to Covered Person's group medical insurance plan. Any amounts not paid by the medical plan may then be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB." Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.)

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, the Supplemental Primary EyeCare Plan provides Plan Benefits as follows:

1. Covered Person contacts VSP Network Doctor and makes an appointment.

2. Covered Person pays the applicable Copayment at the time of each Supplemental Primary EyeCare visit and amounts for any additional services not covered by the Plan.

REFERRALS

If Covered Services cannot be provided by Covered Person's VSP Preferred Provider, the doctor will refer the Covered Person to another VSP Preferred Provider or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the PEC Plan, the VSP Preferred Provider will refer the Covered Person to a physician.

Referrals are intended to insure that Covered Persons receive the appropriate level of care for their presenting condition. Covered Persons do not require a referral from a VSP Preferred Provider in order to obtain Plan Benefits.

PLAN BENEFITS
VSP PREFERRED PROVIDERS

COVERED SERVICES

Eye Examinations, Consultations, Urgent/Emergency Care: Covered in Full after a Copayment of $20.00.
Special Ophthalmological Services: Covered in Full
Eye and Ocular Adnexa Services: Covered in Full

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Supplemental Primary EyeCare Plan provides coverage for limited vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to Covered Persons upon request.

NOT COVERED

- Services and/or materials not specifically included in this Rider as covered Plan Benefits.
- Frames, spectacle lenses, contact lenses or any other ophthalmic materials.
- Orthoptics or vision training and any associated supplemental testing.
- Surgery, and any pre- or post-operative services, except as an adnexal service included herein.
- Treatment for any pathological conditions.
- An eye exam required as a condition of employment.
- Insulin or any medications or supplies of any type.
- Local, state and/or federal taxes, except where VSP is required by law to pay.

SUPPLEMENTAL PRIMARY EYECARE PLAN DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva	The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.
Conjunctivitis	See Pink Eye.
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object.
Eyecare Professional	Any duly licensed optometrist (O.D.), ophthalmologist or other doctor of medicine (M.D.), or doctor of osteopathy (D.O.).
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma	A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision.
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.
Pink Eye	An acute, highly contagious inflammation of the conjunctiva. Also known as conjunctivitis.
Retinal Nevus	A pigmented birthmark on the sensory membrane lining the eye which receives the image formed by the lens.
Systemic Condition	Any condition of problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

Summary of Benefits and Coverage
VSP Choice Plan

Prepared for: CITY OF OPELIKA
Group ID: 30093788
Effective Date: JANUARY 1, 2020

The Affordable Care Act requires that health insurance companies and group health plans provide consumers with a simple and consistent benefit and coverage information document, beginning September 23, 2012. This document is a Summary of Benefits and Coverage (SBC).

The grid below is being provided for your convenience and mirrors the sample SBC that the U.S. Department of Labor has published. All the information provided is relative to your plan and described in detail in the preceding Evidence of Coverage.

Common Medical Event	Services You May Need	Your cost if you use an		Limitations and Exceptions
		In-Network Provider	Out-of-Network Provider	
If you or your dependents (if applicable) need eyecare	Eye Exam	$10.00 Copay	Reimbursed up to $45.00	Exam covered in full every 12 months**
	Frames, Lenses or Contacts	Glasses: $25.00 Copay (lenses and/or frames only); Up to $60.00 copay for Contact Lens Exam	Frames reimbursed up to $ 70.00 SV Lenses reimbursed up to $ 30.00 Bi-Focal Lenses reimbursed up to $ 50.00 Tri-Focal Lenses reimbursed up to $ 65.00 Lenticular Lenses reimbursed up to $100.00 ECL reimbursed up to $105.00	Frames covered every 24 months** Lenses covered every 12 months**
	Fees			

** Beginning with the first day of the Benefit Period.

Your Grievance and Appeals Rights:
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: 800-877-7195.

ORDINANCE NO. 026-19-ORD

Amend City Code, Section 16-369, parking regulations for disabled - 1st Reading.

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 16-369 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA, RELATED TO PARKING REGULATIONS FOR DISABLED INDIVIDUALS

WHEREAS, pursuant to Ordinance No. 117-14, adopted on June 7, 2014, the City Council adopted parking regulations for disabled persons, the provisions of which have been codified as Section 16-369 of the *Code of Ordinances* of the City of Opelika (the "City Code"); and

WHEREAS, the City Council deems it necessary to amend Section 16-369 of the City Code to bring it into compliance with §32-6-233.1 of the *Code of Alabama* (1975, as amended); and

WHEREAS, City staff has recommended amendments to Section 16-369 of the City Code; and

WHEREAS, the City Council finds that the regulations herein adopted protect the health, safety and welfare of the general public.

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

Section 1. **Amendment.** That Section 16-369 of the *Code of Ordinances* (the "Code") of the City of Opelika, Alabama, is hereby amended to read as follows:

Sec. 16-369 Parking Regulations for Disabled Individuals

(a) Definitions.

Whenever in this section the following items are used, they shall have the meanings respectively ascribed to them in this subsection:

"Access Aisle" shall mean the hash-marked or cross-striped space that is five feet or eight feet wide that is directly next to the assessible parking space. "Access aisle" also has the same definition as contained within the 2010 Accessible Design Standards within the ADA.

Accessible Parking" shall mean parking spaces or areas designated and intended for persons with disabilities who have legally obtained handicapped plates, placards or decals and includes handicapped or disabled parking spaces or areas. The cross hatch area abutting an accessible parking space shall, for the purposes of this section, be considered part of the accessible parking space.

"City" shall mean the City of Opelika, Alabama.

"Distinctive Decal" shall mean license plate decal and special identification placard displaying the international symbol of access thereby designating the driver of a vehicle or a passenger as being a handicapped person and which are issued by the Judge of Probate, License Commissioner or other authorized issuing authority of the state or any foreign state.

"Individual with long-term disability" shall have the meaning as ascribed in §32-6-230(1), *Code of Alabama*.

"Individual with a temporary disability" shall have the meaning as ascribed in §32-6-230(2), *Code of Alabama*.

"Motor Vehicle" shall have the meaning as ascribed in §32-1-1.1(32), *Code of Alabama.*

"Vehicle" shall have the meaning as ascribed in §32-1-1.1(82), *Code of Alabama*.

(b) Designation of public parking spaces for persons with disabilities.

The City Engineer is hereby authorized and directed to set aside a reasonable number of parking places within the central business district and in public parking areas to be used exclusively for the parking of motor vehicles transporting persons with disabilities.

(c) Designation of spaces in privately owned parking lots.

Businesses and privately owned facilities that provide goods or services have a continuing ADA obligation to remove barriers to access in private parking lots. The owners of said businesses and facilities are authorized, in accordance with ADA regulations, to designate certain parking spaces in privately owned parking lots to be used for the parking of motor vehicles transporting persons with disabilities. The regulations require compliance with the 2010 Standards for Accessible Design, outlining minimum accessibility requirements for buildings and facilities. The parking spaces so designated shall be subject to the same regulations as provided in this section. The cost of the sign and/or installation to designate such spaces for the disabled in privately owned parking lots shall be borne by the owner.

(d) Markings and Signs.

Each parking space reserved for disabled individuals shall be clearly and conspicuously marked by a sign bearing the international wheelchair symbol. Installation of the sign shall meet the requirements set out in the State Manual on Uniform Traffic Control Devices. Any sign describing a special access parking or parking space may contain on the sign or attached to the sign the amount of the fine for a parking violation for a first offense pursuant to subsection (h).

(e) Parking for Disabled Persons.

Disabled persons to whom distinctive license plates, decals or placards are issued shall be allowed to park in parking spaces designated for disabled persons. This section does not permit disabled persons to park in zones where stopping, standing or parking is either prohibited or time limited to all vehicles, or which are reserved for special types of

vehicles, nor will these provisions apply where there is a local ordinance prohibiting parking during heavy traffic periods or where parking will clearly present a traffic hazard.

(f) Prohibited acts.

(1) It shall be unlawful for any person who does not have a distinctive special long-term access or long-term disability access license plate or placard or temporary disability placard as provided in §32-6-231, *Code of Alabama*, or who is not transporting a passenger who has a distinctive special long-term access or long-term disability access license plate or placard or temporary disability placard as provided in §32-6-231 to park a motor vehicle in a public parking place designated for individuals with disabilities or in a parking space designated for individuals with disabilities at any place of public accommodations, any business or legal entity engaged in interstate commerce or which is subject to any federal or state laws requiring access by individuals with disabilities, any amusement facility or resort or other place to which the general public is invited or solicited, even though located on private property.

(2) It shall be unlawful for any person to park a vehicle on access aisles next to an accessible parking space.

(3) It shall be unlawful for any person who is not a disabled individual to willfully and falsely represent himself as a disabled person to obtain the distinctive license plate and/or decal or placard or to misuse or abuse the parking privilege protected by this section, or to own a vehicle bearing distinctive license plate and/or decals when not entitled.

(4) In any prosecution charging a violation of this section, proof that the vehicle described in the summons or parking ticket was parked in violation of this section, together with proof that the defendant was at the time the registered owner of the vehicle, shall constitute prime facie evidence that the registered owner of the vehicle was the person wo committed the violation.

(g) Enforcement.

This section may be enforced by any law enforcement officer who has successfully complied with the minimum standards for police officers as set forth in §36-21-46, *Code of Alabama,* including, but not limited to, municipal law enforcement officers, sheriffs, deputy sheriffs and Alabama State Troopers. Any law enforcement officer enforcing this section may ask for verification that either the driver or passenger of the parked vehicle is the lawful holder of a distinctive special long-term access or long-term disability access license plate or placard or temporary disability placard.

(h) Penalties.

(1) Any person violating this section shall, upon conviction, notwithstanding any other penalty provision which may be authorized or employed, be fined fifty dollars ($50.00) for the first offense, two hundred dollars ($200.00) for the second offense and five hundred dollars ($500.00) for the third or any subsequent offense. In addition, for the second or any subsequent offense under this section, the person shall be ordered by the court to perform a minimum of forty (40) hours of either of the following forms of community service:

(i) Community service for a nonprofit organization that serves the disabled community or serves persons who have a disabling disease; or

(ii) Any other community service that may sensitize the person to the needs and obstacles faced daily by persons who have disabilities.

(2) Municipal law enforcement officers, sheriffs, deputy sheriffs and Alabama State Troopers are authorized to have vehicles illegally parked in accessible parking spaces designated for disabled persons towed away and impounded at the owner’s expense.

(i) Pari Materia.

This section shall be held in pari materia with all other provisions of law relating to special access parking or disability access parking violations.

Section 2. **Severability Clause.** Severability is intended throughout and within the provisions of this section. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 3. **Full Force and Effect.** With the exception of the amendment made herein, all other sections and portions of the City Code shall remain in full force and effect.

Section 4. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance are repealed.

Section 5. **Effective Date**. This ordinance shall become effective and enforced immediately upon its passage and publication as required by law. Section 16-369, as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 6. **Publication**. The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____

MAYOR

ATTEST:

_____

CITY CLERK