



**OPELIKA CITY COUNCIL**  
**“ REGULAR MEETING AGENDA “**  
**300 Martin Luther King Blvd.**  
**March 17, 2020**  
**TIME: 7:00 PM**

1. CALL TO ORDER
2. ROLL CALL
  1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
  1. Tom Tippet, Church at Opelika.
4. PLEDGE OF ALLEGIANCE
  1. Russell Jones City Clerk/Treasurer.
5. READING OF MINUTES
  1. Minutes from the 03-03-20 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
  1. February 2020 Monthly Building Report
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
  1. Request from Main Street, Songwriters Festival on 3-29-2020.
  2. Request from Envision for 6th Annual Unity Stampede 5K/Walk on 4-25-2020.
  3. Request from Main Street, On Tap Craft Beer and Food Truck Event on 5-16-2020.
  4. Request from March of Dimes for Annual March for Babies on 5-16-2020.
  5. Request from Main Street, Inaugural Opelika Jazz and Arts Festival on 6-20-2020.
12. AWARDING OF BIDS
  1. Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS
13. RESOLUTIONS
  1. Expense Reports from various departments.
  2. Purchase AVO Swat Gear - US Communities Contract #4400008468 - PD
  3. Purchase Libelium Sensors - Sole Source - IT
  4. Agreement with Lexipol, LLC. Approving Invoices for Subscription Services - PD.

5. Special Appropriation to Envision Opelika, 6th Annual Unity Stampede Walk/Run.
  6. Agreement with TTL, Inc. for Industrial Blvd. / Northpark Dr. Improvements. - Eng
  7. Agreement Approving Settlement and Release between the City of Opelika and Stone Martin Builders.
- 
14. ORDINANCES
    1. Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.
    2. Concerning the Coronavirus (COVID-19) Public Health Emergency - 1st Reading.
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15. APPOINTMENTS
    1. Reappoint Tipi Miller to the Opelika School Board. New term ends 4-1-2025.
- 
16. ADJOURN
    1. Character Trait of the Month - Discipline, training to act in accordance with rules.

*"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

**ADOPTED**

**CM MINUTES (ID # 4002)**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: CM Minutes  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:

DOC ID: 4002

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## Minutes from the 03-03-20 Council Meeting.



**OPELIKA CITY COUNCIL**  
**“ REGULAR MEETING MINUTES “**  
**300 Martin Luther King Blvd.**  
**March 3, 2020**  
**TIME: 7:00 PM**

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Mr. Tippet provided the invocation.

1. Tom Tippet, Church at Opelika.

4. Pledge of Allegiance

Carter and Akeila lead the Pledge of Allegiance.

1. Carter Evans and Akeila Driver from Opelika Middle School.

5. Reading of Minutes

1. Minutes from 02-18-20 Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller mentioned that Travel with Care is going to host a Boating Safety Class at the Lewis Cooper Jr. Memorial Library on March 5th at 5:30pm. Mayor Fuller also made mention of the importance of everyone participating in the upcoming 2020 Census.

1. Recognize Billy Edwards with the Keep Opelika Beautiful Volunteer of the Year Award  
Mayor Fuller asked Tipi Miller Director of Keep Opelika Beautiful and Billy Edwards to come forward and recognized Mr. Edwards as the "Keep Opelika Beautiful Volunteer of the Year". Mayor Fuller and Tipi Miller explained Mr. Edwards accomplishments.

2. Recognize Morris Avenue Intermediate School as an AL Green Ribbon Schools Award winner.

Mayor Fuller asked Morris Avenue Intermediate School Principal Nino Mason and PE Coach Chris Rhodes to come forward and be recognized as one of two schools in Alabama to receive the Alabama Green Ribbon Schools Award. Mayor Fuller also explained this award qualified them to compete on a national level.

8. Citizen Communications

Mr. Lindburgh B. Jackson asked the council for a 30 day stay for his family member's property which is going out for bids to be demolished. He stated he and his family member are going to

try and bring the property up to standard so it may be sold to a buyer they have found for the property. Jeff Kappelman, city building inspector, addressed the state of the demolition at 1113 Lake St and said this is the third time the property has been scheduled for demolition by the council. Mr Gunter also explained the processes the council has gone through each of the three different times for the property, and if a stay was allowed it would mean if the property was not sold by the owner, it would cause the council to start the 180-day process over again for a fourth time. Mr Jackson assured the council they would indeed sell the property within 30 days. Mr. Gunter explained to the council about all the issues with the title and taxes owed on the property. Mr. Jackson explained the attorney they hired is helping them clear the title for them to sell the property. Mr. Gunter again explained the problem with the tax deed. President Smith then asked for Mr. Kappelman to provide the council with current pictures of the property. Mr. Kappelman distributed pictures to the council. Mr. Jackson stated to the council he and his family member and their attorney would get all issues with the title fixed and the property sold within 30 days. President Smith stated Mr. Jackson could try to clear the title and sell the property within the 30 days but the demolition would go forward as planned for April 15, 2020.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for annual Going Blue for Autism at Courthouse Square on 4-02-2020.

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** David Canon, Council Member

**SECONDER:** Tiffany Gibson-Pitts, Council Member

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

2. Request from Main Street, Taste of the Town on 4-28-2020.

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Tiffany Gibson-Pitts, Council Member

**SECONDER:** Dozier Smith T, Council Member

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

3. Request from Main Street, two events, Touch-A-Truck and Burger Wars on 5-30-2020.

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** David Canon, Council Member

**SECONDER:** Patricia Jones, President Pro-Tem

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

12. Awarding of Bids

President Smith asked Mr. Motley to present the bid to the council.

1. Bids 048-20 New Fire Training Facility - FD

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Dozier Smith T, Council Member

**SECONDER:** Tiffany Gibson-Pitts, Council Member

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

13. Resolutions

1. Resolution 049-20 Expense reports from various departments.

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

2. Resolution 050-20 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 051-20 Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contract #041217-WQI - OES

Ms. Pitts asked if this was the last amount of cans to be purchased. Mr. Motley said he would check and Mr. Smith T said to his knowledge it would either be the last or next to last purchase of new cans.

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

4. Resolution 052-20 Grant Application with FEMA for local share of a new 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

5. Resolution 053-20 Grant Application with FEMA to Replace Air Compressor Cascade System. - FD

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

6. Resolution 054-20 Grant Application with ADECA for the Youth Incarceration Prevention Program.

Ms. Pitts asked for further explanation as to why the program was needed for our community. President Smith gave a summary as to why he believes the grant and pilot program would be beneficial. Ms. Pitts stated she would like to see specific numbers to explain why this was something needed. President Smith agreed to do so after the meeting.

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

7. Resolution 055-20 Authorize the Expenditure of Public Funds for Census 2020 Community Events.

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

8. Resolution 056-20 Authorize a Local Bill for Annexation into Opelika's Corporate Limits.

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

9. Resolution 057-20 Annual appropriation contract for Boys & Girls Clubs FY2020

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

10. Resolution 058-20 Special appropriation to the American Cancer Society - Relay for Life 4-17-2020.

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

11. Resolution 059-20 Purchase One (1) 2019 Caterpillar 420F2 Backhoe - PW

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

14. Ordinances

1. Ordinance Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.

Mr. Gunter stated that the council does not wish to make a motion to remove the ordinance from the table at this time.

2. Ordinance 007-20-ORD Amend Zoning Ord & Map: R-1 to PUD, 150 Acres, 2015 South Uniroyal Road - 2nd Reading.

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

15. Appointments

16. Adjourn

The City Council meeting minutes of March 3rd, 2020 are hereby adopted and approved this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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President of City Council  
City of Opelika, Alabama

ATTEST:

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Russell A. Jones

City Clerk - Treasurer

1. Character Trait of the Month - Discipline, training to act in accordance with rules.  
President Smith read the Character Trait of the Month before calling for adjournment.

2. Motion to Adjourn

The council meeting ended at 7:45 pm.

**RESULT:**      **APPROVED [UNANIMOUS]**

**MOVER:**        Patricia Jones, President Pro-Tem

**SECONDER:**   David Canon, Council Member

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

Attachment: CM minutes from 3-3-20 (4002 : Minutes from the 03-03-20 Council Meeting.)



**City Council**  
204 South 7Th Street  
Opelika, AL

**SCHEDULED**

Meeting: 03/17/20 07:00 PM  
Department: Building Inspection  
Category: Building Permit Report.  
Prepared By: BJ Lowery  
Initiator: Jeff Kappelman  
Sponsors:

**MAYOR'S REMARKS (ID # 4008)**

DOC ID: 4008

## February 2020 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

## Fiscal Year To Date Report - 2020

| Building Repairs                        | Commercial | Residential |
|-----------------------------------------|------------|-------------|
| Buildings Condemned                     | 0          | 2           |
| Buildings Demolished                    | 0          | 1           |
| 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:

|     |                                     |                 |
|-----|-------------------------------------|-----------------|
| 4   | New Buildings: Commercial           | \$12,316,011.00 |
| 32  | Commercial Renovations And Repairs  | \$2,625,618.00  |
| 14  | Signs                               | \$41,056.00     |
| 143 | New Single Family Homes             | \$37,106,901.59 |
| 71  | Residential Repairs And Renovations | \$1,947,413.00  |
| 0   | New Apartment Units                 | \$0.00          |
| 0   | New Duplex Residences               | \$0.00          |
| 66  | Total Building Permits Issued       | \$0.00          |

|     |                                 |                 |
|-----|---------------------------------|-----------------|
| 330 | Permit Total Issued for FY 2020 | \$54,036,999.59 |
|-----|---------------------------------|-----------------|

  
JEFF KAPPELMAN

Chief Building Inspector





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

## Monthly Permits For February, 2020

### Work & Repair On Buildings:

| Building Repairs                        | Commercial | Residential |
|-----------------------------------------|------------|-------------|
| Buildings Condemned                     | 0          | 0           |
| Buildings Demolished                    | 0          | 0           |
| Building Repairs                        | 4          | 15          |
| Plumbing Upgrades                       | 5          | 2           |
| Electrical Upgrades                     | 7          | 6           |
| Mechanical Upgrades                     | 3          | 2           |
| Reroofs And Roof Repairs                | 0          | 7           |
| Mobile Home Services                    | 0          | 0           |
| Building Additions/Accessory Structures | 0          | 2           |

### Monthly Totals For February 2011-2020

|      |                 |
|------|-----------------|
| 2011 | \$2,609,912.00  |
| 2012 | \$6,527,779.00  |
| 2013 | \$4,398,357.00  |
| 2014 | \$4,076,908.00  |
| 2015 | \$82,365,514.00 |
| 2016 | \$11,684,949.00 |
| 2017 | \$7,091,724.00  |
| 2018 | \$7,467,928.63  |
| 2019 | \$8,803,421.50  |
| 2020 | \$14,265,609.30 |

### Total Permits Issued:

|    |                                     |                |
|----|-------------------------------------|----------------|
| 2  | New Buildings: Commercial           | \$3,595,000.00 |
| 4  | Commercial Renovations And Repairs  | \$530,500.00   |
| 4  | Signs                               | \$10,305.00    |
| 41 | New Single Family Homes             | \$9,688,183.30 |
| 15 | Residential Repairs And Renovations | \$441,621.00   |
|    | New Apartment Units                 |                |
|    | New Duplex Residences               |                |
| 66 | Total Building Permits Issued       |                |

Total Permits Issued For February, 2020

**\$14,265,609.30**

TAKEN FROM THE RECORDS OF THE  
 BUILDING INSPECTOR

  
 Jeff Kappelman  
 Chief Building Inspector



| City of Opelika Building Inspections Department<br>February 2020 Monthly Building Report |                        |                            |                               |                 |
|------------------------------------------------------------------------------------------|------------------------|----------------------------|-------------------------------|-----------------|
| Issue Date                                                                               | Main Address           | Work Class                 | Company                       | Valuation       |
| 2/3/2020                                                                                 | 2701 STONYBROOK RD     | Roofs                      | KEN KIRCHLER CONSTRUCTION     | \$ 15,000.00    |
| 2/3/2020                                                                                 | 3082 YARDS LN          | New Single Family Detached | CONNER BROTHERS CONSTRUCTION  | \$ 138,930.00   |
| 2/3/2020                                                                                 | 710 HERNDON ST         | Decks                      | Robert Gates                  | \$ 2,000.00     |
| 2/3/2020                                                                                 | 610 COMANCHE DR 38     | Accessory Buildings        | Charles Brown                 | \$ 1,360.00     |
| 2/3/2020                                                                                 | 2774 SPRING LAKES XING | New Single Family Detached | CLAYTON PROPERTIES GROUP INC  | \$ 221,441.00   |
| 2/3/2020                                                                                 | 1009 4TH AVE           | Roofs                      | Ruth Blessing                 | \$ 2,000.00     |
| 2/4/2020                                                                                 | 2810 PEPPERELL PKWY    | New                        | MARSHALL & ASSOCIATES LLC     | \$ 2,950,000.00 |
| 2/5/2020                                                                                 | 1046 ODEN CT           | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 186,648.40   |
| 2/5/2020                                                                                 | 2707 SOCIETY HILL RD C | Addition                   | Danny Daveport                | \$ 5,000.00     |
| 2/5/2020                                                                                 | 4058 BROADVIEW DR      | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 162,945.40   |
| 2/5/2020                                                                                 | 2070 NIGHTSONG LN      | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 365,535.50   |
| 2/5/2020                                                                                 | 1405 ALBERT CT         | Roofs                      | Enoch Betts                   | \$ 800.00       |
| 2/5/2020                                                                                 | 627 TOWNE LAKE PKWY    | Accessory Buildings        | James Gillock                 | \$ 3,461.00     |
| 2/6/2020                                                                                 | 2005 HIGHPOINT DR      | Addition                   | ALAN YATES CONSTRUCTION       | \$ 165,000.00   |
| 2/7/2020                                                                                 | 4199 BROADVIEW DR      | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 196,008.20   |
| 2/7/2020                                                                                 | 690 HIGH FIELD CT      | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 187,973.00   |
| 2/7/2020                                                                                 | 752 OWENS WAY          | New Single Family Detached | STONE MARTIN BUILDERS         | \$ 293,597.20   |
| 2/7/2020                                                                                 | 2804 HEATHER PL        | New Single Family Detached | BUILDERS PROFESSIONAL GRP LLC | \$ 221,144.00   |
| 2/7/2020                                                                                 | 1010 GWYNNE'S WAY      | New Single Family Detached | BUILDERS PROFESSIONAL GRP LLC | \$ 270,863.30   |
| 2/7/2020                                                                                 | 302 FOX RUN AVE        | Signs                      | SIGN SOURCE                   | \$ 680.00       |
| 2/10/2020                                                                                | 1981 CALCUTTA CIR      | New Single Family Detached | MOORES CONSTRUCTION           | \$ 268,148.00   |
| 2/11/2020                                                                                | 2711 MILL LAKES RDG    | New Single Family Detached | CLAYTON PROPERTIES GROUP INC  | \$ 216,750.00   |
| 2/11/2020                                                                                | 3000 ALUMNI LN         | New Single Family Detached | DILWORTH DEVELOPMENT INC      | \$ 205,370.00   |
| 2/11/2020                                                                                | 2671 MILL LAKES RDG    | New Single Family Detached | CLAYTON PROPERTIES GROUP INC  | \$ 222,815.00   |
| 2/11/2020                                                                                | 3006 ALUMNI LN         | New Single Family Attached | DILWORTH DEVELOPMENT INC      | \$ 205,370.00   |
| 2/11/2020                                                                                | 3002 ALUMNI LN         | New Single Family Attached | DILWORTH DEVELOPMENT INC      | \$ 205,370.00   |
| 2/11/2020                                                                                | 3004 ALUMNI LN         | New Single Family Attached | DILWORTH DEVELOPMENT INC      | \$ 205,370.00   |
| 2/12/2020                                                                                | 2406 FREDERICK RD 1    | Communication Towers       | ERICSSON INC                  | \$ 18,000.00    |

|           |                        |                            |                                 |    |            |
|-----------|------------------------|----------------------------|---------------------------------|----|------------|
| 2/12/2020 | 102 N 10TH ST          | Alteration                 | HOLT LEWIS LLC                  | \$ | 7,500.00   |
| 2/12/2020 | 2460 ENTERPRISE DR     | Alteration                 | FARRIS INTERIOR INSTALLATION    | \$ | 500,000.00 |
| 2/13/2020 | 1408 MONROE AVE        | Roofs                      | Belinda Humphrey                | \$ | 3,600.00   |
| 2/13/2020 | 3440 LAKESHORE DR DR   | New Single Family Detached | TOLAND CONSTRUCTION LLC         | \$ | 258,415.00 |
| 2/14/2020 | 3511 KING AVE          | Roofs                      | B&L ROOFING                     | \$ | 4,000.00   |
| 2/14/2020 | 2035 INTERSTATE DR     | Signs                      | RELIABLE SIGN SERVICES INC      | \$ | 7,560.00   |
| 2/17/2020 | 13 DOVER ST            | Roofs                      | B&L ROOFING                     | \$ | 3,500.00   |
| 2/17/2020 | 1300 SPRING LAKES XING | New Single Family Detached | MATHEWS DEVELOPMENT CO LLC      | \$ | 262,656.00 |
| 2/18/2020 | 205 CEDAR CREEK DR     | New Single Family Detached | GRAYHAWK HOMES INC              | \$ | 246,822.00 |
| 2/18/2020 | 1887 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 237,162.00 |
| 2/18/2020 | 1850 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 282,040.00 |
| 2/18/2020 | 1910 2ND AVE           | Alteration                 | Luis Bejaraso                   | \$ | 2,400.00   |
| 2/18/2020 | 1849 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 266,739.00 |
| 2/18/2020 | 1857 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 293,008.00 |
| 2/18/2020 | 1868 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 267,374.00 |
| 2/18/2020 | 1862 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 286,111.00 |
| 2/18/2020 | 207 CEDAR CREEK DR     | New Single Family Detached | GRAYHAWK HOMES INC              | \$ | 203,183.00 |
| 2/18/2020 | 404 N 3RD ST           | Alteration                 | SCOTT LAND CO INC               | \$ | 30,000.00  |
| 2/18/2020 | 201 CEDAR CREEK DR     | New Single Family Detached | GRAYHAWK HOMES INC              | \$ | 236,003.00 |
| 2/18/2020 | 1802 ARCHER WAY        | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 261,922.00 |
| 2/18/2020 | 1865 WILDWOOD DR       | New Single Family Detached | EDGAR HUGHSTON BUILDER INC      | \$ | 246,300.00 |
| 2/19/2020 | 1845 CANNON GATE DR    | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 228,454.40 |
| 2/19/2020 | 702 HIGH FIELD CT      | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 261,564.00 |
| 2/19/2020 | 3640 QUAIL TRCE        | New Single Family Detached | CONNER BROTHERS CONSTRUCTION    | \$ | 218,290.00 |
| 2/19/2020 | 2058 NIGHTSONG LN      | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 293,317.60 |
| 2/19/2020 | 1045 HAMPSHIRE LN      | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 196,012.70 |
| 2/19/2020 | 3013 SOCIETY HILL RD   | Alteration                 | TIM THOMASON CONSTRUCTION & LAN | \$ | 200,000.00 |
| 2/19/2020 | 756 OWENS WAY          | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 186,648.40 |
| 2/19/2020 | 4127 BROADVIEW DR      | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 186,648.40 |
| 2/19/2020 | 1817 MORNING GLORY DR  | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 253,662.30 |
| 2/19/2020 | 2005 NIGHTSONG LN      | New Single Family Detached | STONE MARTIN BUILDERS           | \$ | 279,135.50 |
| 2/21/2020 | 3000 WYNNDHAM INDUSTR  | New                        | WB CONSTRUCTION                 | \$ | 645,000.00 |

|           |                     |                            |                              |                  |
|-----------|---------------------|----------------------------|------------------------------|------------------|
| 2/21/2020 | 3101 FREDERICK RD 2 | Signs                      | Genevelyn Crawford           | \$ 1,400.00      |
| 2/24/2020 | 1977 CALCUTTA CIR   | New Single Family Detached | MOORES CONSTRUCTION          | \$ 266,346.00    |
| 2/25/2020 | 1624 3RD AVE        | Roofs                      | B&L ROOFING                  | \$ 3,500.00      |
| 2/26/2020 | 1051 S FOX RUN PKWY | Signs                      | Greenlight Signs             | \$ 665.00        |
| 2/27/2020 | 3482 EAGLE TRL      | New Single Family Detached | CONNER BROTHERS CONSTRUCTION | \$ 196,090.00    |
| 2/28/2020 | 3051 FREDERICK RD 5 | Alteration                 | MUHAMMAD KHAN                | \$ 5,000.00      |
|           |                     |                            |                              | \$ 14,265,609.30 |

Jeff Kappelman Chief Building Official



**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

**GENERAL BUSINESS (ID # 3998)**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: Request / Temp Street Closure  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:  
DOC ID: 3998

## **Request from Main Street, Songwriters Festival on 3-29-2020.**



February 28, 2020

Mr. Russell A. Jones  
City Clerk  
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request a street closure on behalf of The Sound Wall. They will be having their annual Opelika Songwriters Festival the weekend of Sunday March 29, 2020.

Please note that the street closure is just for one day and not for the entire festival.

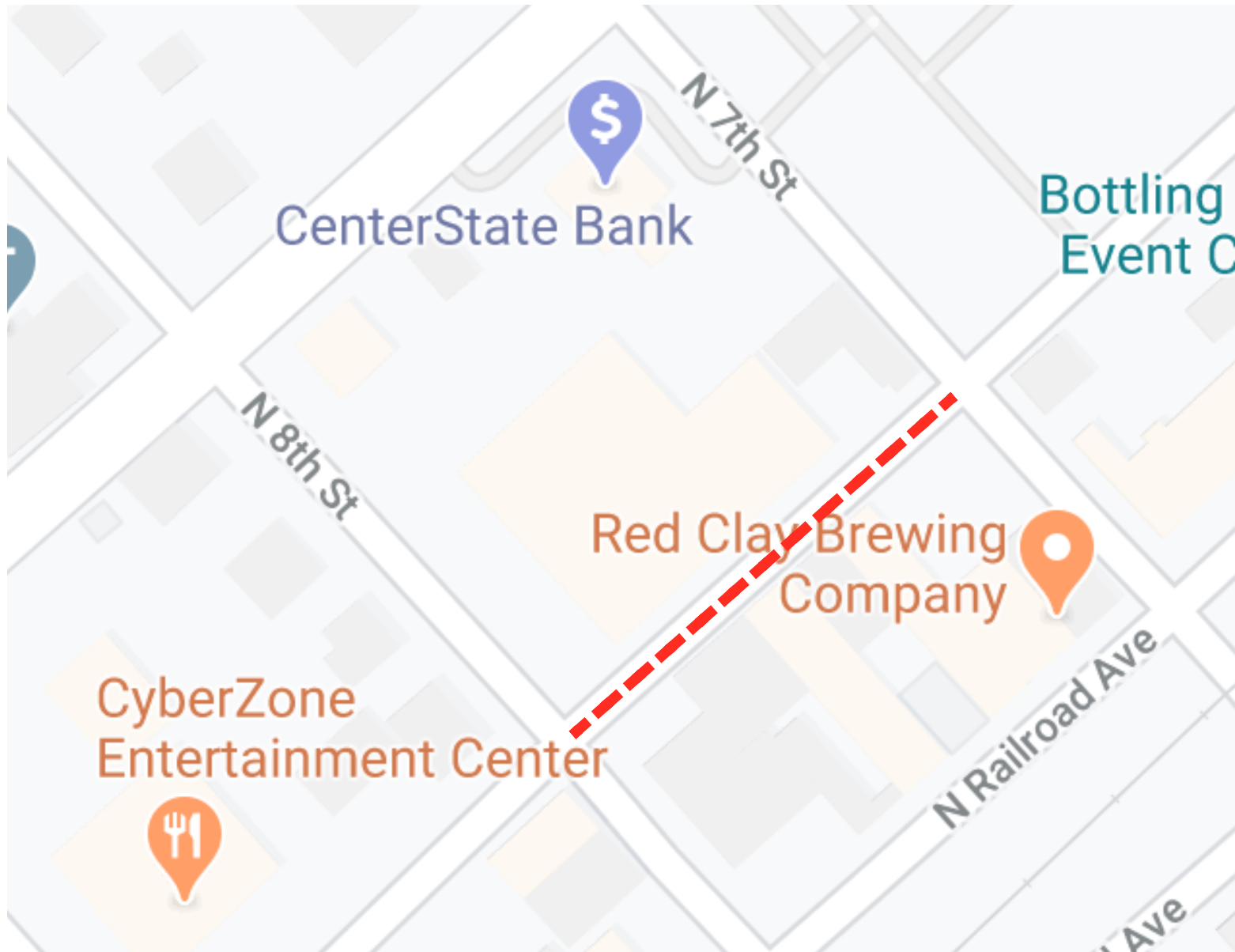
On behalf of the festival staff, we would like to request the following street closed from  
**12PM-5PM on March 29, 2020:**

**-1st Avenue from N. 7th Street to N. 8th Street**

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward  
Executive Director  
Opelika Main Street





**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

**GENERAL BUSINESS (ID # 4011)**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: Request / Temp Street Closure  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:

DOC ID: 4011

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## **Request from Envision for 6th Annual Unity Stampede 5K/Walk on 4-25-2020.**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City, State &amp; Zip \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_ ( ) \_\_\_\_\_ Email: \_\_\_\_\_

I am a : ☐ SU Student ☐ SU Faculty/Staff ☐ Member of the Community ☐ K-12 Student ☐ Sponsor (name) \_\_\_\_\_Event: ☐ 5K ☐ 1 Mile Fun Run/Walk ☐ 1 Mile Wheel T-shirt Size: Youth: ☐ S ☐ M ☐ L Adult: ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

I know that running a road race is a potentially hazardous activity that could cause injury or death. I should not enter and run unless I am medically able and properly trained, and by my signature I certify that I am medically able to perform this event, am in good health and am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I am assume all risks associated with running, walking and wheeling this event, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. I understand that bicycles, skateboards, roller skates or blades and animals are not allowed in the race and I will abide by these guide lines. I understand that my picture may be taken during the event and used in marketing materials and through social media. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Southern Union State Community College, Envision Opelika Foundation Opelika Sportsplex, all sponsors, their representatives and successors from all claims and liabilities of any kind arising out of my participation in this event on April 25, 2020.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Parent/Guardian must sign for participants under 19)

Race Entry Fee: \$ \_\_\_\_\_

Additional Donation: \$ \_\_\_\_\_ Envision Opelika Foundation \$ \_\_\_\_\_ Southern Union Foundation

Total Enclosed: \$ \_\_\_\_\_

Make checks payable to: Southern Union Foundation (Both the SU and Envision Opelika Foundations are a 501(c)(3) organization, and exists to assist, support and foster in education.)

Mail completed applications and fees to: Southern Union State Community College,

Attention: Shondae Brown

750 Roberts Street

Wadley, AL 36276

MAIN RACE SPONSOR:

SOUTHERN UNION  
FOUNDATION

APRIL 25, 2020 | OPELIKA SPORTSPLEX



**UNITY STAMPEDE 5K**  
**April 25, 2020**  
 Opelika Sportsplex

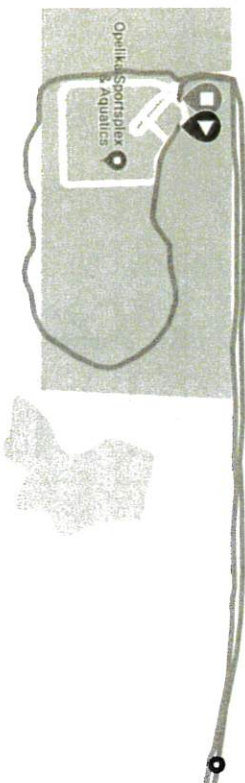
Late Registration Begins @4:00pm  
 Festivities Begin @4:30pm  
 Races Begin @5:30pm  
 Live Music: Caleb Gamble

*Proceeds will be used to fund Character Education through the Community Foundation of East Alabama, provide Scholarships for students to Southern Union State Community College and to promote wellness and healthy lifestyles in the community*

## 1 Mile Fun Run/Walk/Wheel

## 5K Run/Walk

Will begin at Sportsplex reach to Joe's Grocery via the newly constructed road that runs behind the Sportsplex and end by completing a loop on the 1 mile paved track. .



It is a stampede, so show us your unique outfits!

There will be live music before and after the races. There will be food vendors. You are encouraged to bring blankets and chairs to partake in the festivities. Door prizes will be randomly given away throughout the night. You must be present to win.



JOIN OUR **UNITY STAMPEDE 5K**  
FACEBOOK PAGE TO STAY UPDATED  
ON THE EVENT.

**Entry Fees: Registered by March 29, 2020**

- 5K - \$25 Individual,  
1 Mile Fun Run/Walk - \$16 Individual  
1 Mile Fun Wheel - No Charge - Thanks to our Sponsors  
**Registered March 30, 2020 and after**  
5K - \$30 Individual  
1 Mile Fun Run/Walk - \$18 Individual,  
1 Mile Fun Wheelchair - No Charge - Thanks to our Sponsors

**T-Shirts:** Guaranteed if registration received by Saturday, March 29, 2020. If registered after March 29, 2020 you will receive T-shirts as supplies last, in available sizes.

**Refund Policy:** Refunds and transfers are not allowed.

**Day of Race registration:** Begins @ 4:00pm under "Registration Tent" at Opelka Sportsplex. Pre-registration is highly encouraged.

**Packet Pick-ups:** You may pick up your packets at Southern Union in the Health Sciences parking lot on the corner of Fox Run and Bulldog Parkway (formerly Lafayette Parkway) on Friday, April 24th from 4:00pm to 6:00pm or the day of the race beginning at 4:00pm on Saturday, April 25th under the "Packet Pick Up Tent" at the Sportsplex.

All race entry participants are eligible to win door prizes throughout the event, but they must be present to win.

## AWARDS

**5K** - Overall male and female runner and top 2 male and female finishers in each age group:  
 <10, 10-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60+  
 Most unique male and female outfits.

**REGISTER AT RUNSIGNUP.COM  
OR MAIL IN YOUR REGISTRATION.**



**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: Request / Temp Street Closure  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:

**GENERAL BUSINESS (ID # 4001)**

DOC ID: 4001

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## **Request from Main Street, On Tap Craft Beer and Food Truck Event on 5-16-2020.**



March 6, 2020

Mr. Russell A. Jones  
City Clerk  
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request street closures for our On Tap craft beer and food truck event on Saturday May 16. This event traditionally draws over 1,000 people into downtown and is one of two major fundraisers for our organization.

We would like to request the following streets closed from 9AM-11PM on May 16:

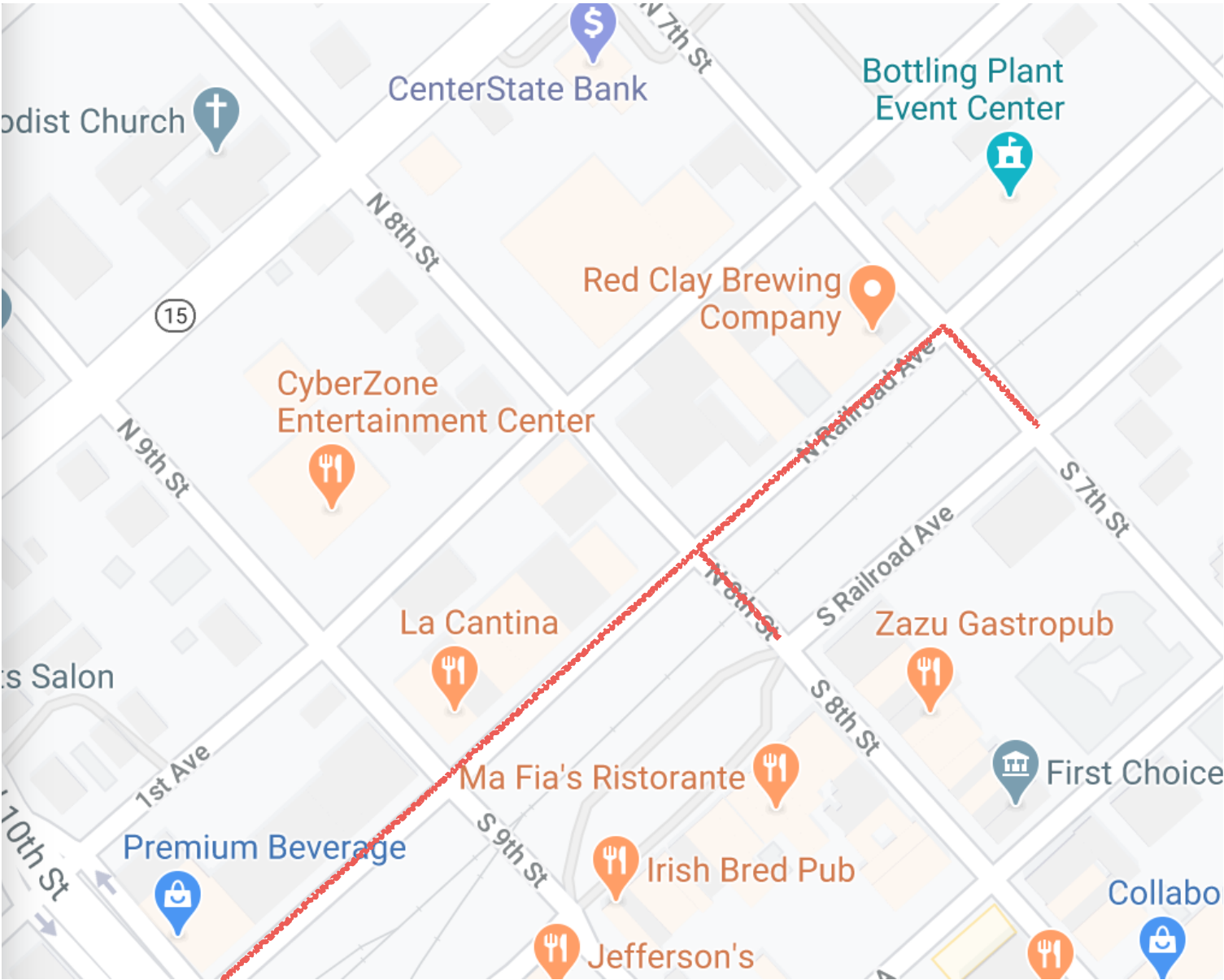
- North Railroad Ave. from 7th Street to 10th Street**
- 8th Street from S. Railroad Ave. to N. Railroad Ave**
- 7th Street from S. Railroad Ave. to N. Railroad Ave.**

We are going to be working with Smith T Building Supply to allow for deliveries and customers to come in and out of the property during their normal business hours.

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward  
Executive Director  
Opelika Main Street



Attachment: On Tap Street Closure Map (4001 : Request from Main Street, On Tap Craft Beer and Food



**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

**GENERAL BUSINESS (ID # 4007)**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: Request / Temp Street Closure  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:

DOC ID: 4007

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## **Request from March of Dimes for Annual March for Babies on 5-16-2020.**



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

March 5, 2020

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

Dear Mayor Fuller and Opelika City Council Members:

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

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

For the past 14 years, more than 400 volunteers have participated annually in March for Babies Day at Opelika Municipal Park. The park is a perfect setting to recognize the accomplishments and efforts of our walk teams, business sponsors, family teams and volunteers who have joined the fight for the health of all moms and babies.

Mr. Sam Bailey has confirmed the approval of Opelika Parks and Recreation Board of Directors. On behalf of the March of Dimes and our dedicated volunteers, we would like to request your approval and permission to hold our annual March for Babies celebration and walk at Opelika Municipal Park on Saturday, May 16, 2020, via the following route:

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

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

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

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



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

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

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

Mayor Fuller and Opelika City Council members, we sincerely appreciate your consideration of this request, and welcome each of you to join us May 16th as we march to give every baby the healthy start they deserve.

Respectfully,

Linda Gross  
Development Manager  
March of Dimes East Alabama

Jane Fullum  
2020 March for Babies Chair  
EAMC, Vice President Patient Services

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

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



**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

**GENERAL BUSINESS (ID # 4006)**

Meeting: 03/17/20 07:00 PM  
Department: City Clerk  
Category: Request / Temp Street Closure  
Prepared By: Russell Jones  
Initiator: Russell Jones  
Sponsors:  
DOC ID: 4006

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## **Request from Main Street, Inaugural Opelika Jazz and Arts Festival on 6-20-2020.**



March 10, 2020

Mr. Russell A. Jones  
City Clerk  
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request street closures for our inaugural Opelika Jazz and Arts Festival on Saturday June 20. This event free event will feature both regional and local jazz acts, a wide array of local art vendors, live art demonstrations and a children's arts and crafts area.

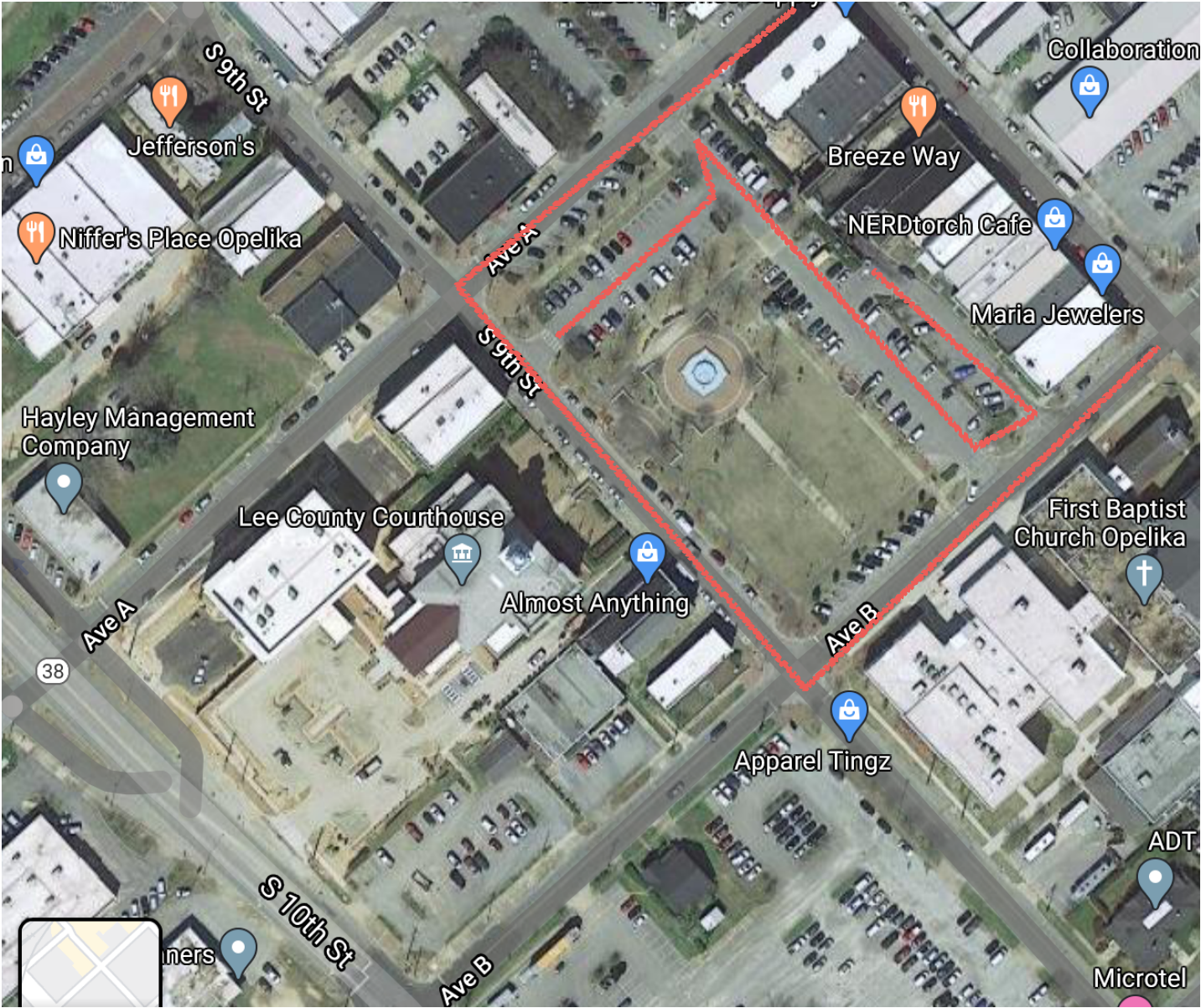
We would like to request the following streets and parking areas closed from 8AM-11PM on June 20:

- Avenue A from S. 8th Street to S. 9th Street
- Avenue B from S. 8th Street to S. 9th Street
- S. 9th Street from Ave. A to Ave. B
- All public parking spaces on the Courthouse Square property

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward  
Executive Director  
Opelika Main Street



Attachment: Jazz and Arts 2020 Street Closure Map (4006 : Request from Main Street, Inaugural Opelika



**City Council**  
204 South 7Th Street  
Opelika, AL

**ADOPTED**

**BIDS 060-20**

Meeting: 03/17/20 07:00 PM  
Department: Purchasing and Revenue  
Category: Bid  
Prepared By: Angela Norrell  
Initiator: Lillie Finley  
Sponsors:  
DOC ID: 4005

## **Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Purchasing Department solicited sealed bids for a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls for Opelika Power Services; and

**WHEREAS**, G & W Electric Co. is the lowest responsible bidder meeting specifications; and

**WHEREAS**, funds are coming from System Expansion and Upgrades;

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

1. That the contract be awarded to G & W Electric Co. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to G & W Electric Co. on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

**APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Bids 060-20

Meeting of March 17, 2020

ATTEST:

---

Russell A. Jones  
City Clerk - Treasurer

**FACT SHEET**

**SUBJECT:** Sealed Bid #20012 – We are asking the council to approve a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls

**FACTS:**

- Bid opening date – 3/2/20
- User Department(s) – Opelika Power Services
- The bid was mailed to 5 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

**RECOMMENDATION:**

**Recommend the contract be awarded to G & W Electric Co. on their low bid meeting specifications on an as needed basis.**

[illegible]

## RESOLUTION NO. 061-20

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 |
|----------------------|------------------------|-----------|
| -----                | -----                  | -----     |
| Derek S. Lee         | Opelika Power Services | 1,411.58  |
| Eddie Smith          | Legislative            | 555.44    |
| Gary Fuller          | Mayor                  | 349.94    |
| TJ White             | Information Technology | 192.84    |
| Tyler Scott          | Opelika Power Services | 150.46    |
| Tiffany Gibson-Pitts | Legislative            | 113.81    |

- ) 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 \_\_\_\_\_, 2020.

---

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

ATTEST:

---

Russell A. Jones  
City Clerk - City Treasurer



NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

| DAY                       | CITY AND STATE | LODGING | TRANSPORTATION   |                         |                                            |                                | BUSINESS MEALS<br>Itemize Below |       |        | ENTERTAIN-<br>MENT<br>Itemize Below | MISC.<br>EXPENSES<br>Itemize Below | DAILY TOTAL |
|---------------------------|----------------|---------|------------------|-------------------------|--------------------------------------------|--------------------------------|---------------------------------|-------|--------|-------------------------------------|------------------------------------|-------------|
|                           |                |         | AIR<br>RAIL, ETC | RENTAL CAR<br>LIMO ETC. | LOCAL TAXI,<br>TOLLS & PUB-<br>LIC TRANSIT | AUTO EXPENSES<br>Itemize Below | BREAKFAST                       | LUNCH | DINNER |                                     |                                    |             |
| SUN                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| MON<br>3/9-3/10           | Washington, DC | 349.94  |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 349.94      |
| TUE                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| WED                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| THU                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| FRI                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| SAT                       |                |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| WEEKLY CATEGORY TOTALS \$ |                | 349.94  | 0.00             | 0.00                    | 0.00                                       | 0.00                           | 0.00                            | 0.00  | 0.00   | 0.00                                | 0.00                               | 349.94      |

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

3rd Congressional District Dinner for Mike Rogers

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM  
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

| DATE | MILEAGE, GAS, PARKING REPAIRS, ETC. | AMOUNT |
|------|-------------------------------------|--------|
|      |                                     |        |
|      |                                     |        |
|      |                                     |        |
|      |                                     |        |
|      |                                     |        |

ITEMIZED MISCELLANEOUS EXPENSES

| DATE | ITEMS | AMOUNT |
|------|-------|--------|
|      |       |        |
|      |       |        |
|      |       |        |
|      |       |        |
|      |       |        |

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

## EXPENSE REPORT

13.1.a

NAME Tyler ScottDEPARTMENT OPSPERIOD ENDING 3/2/2020

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

| DATE                      | CITY AND STATE | LODGING | TRANSPORTATION    |                           |                                              |                                   | BUSINESS MEALS<br>Itemize Below |         |          | MISC EXPENSES<br>Itemize Below | DAILY TOTAL |
|---------------------------|----------------|---------|-------------------|---------------------------|----------------------------------------------|-----------------------------------|---------------------------------|---------|----------|--------------------------------|-------------|
|                           |                |         | AIR, RAIL,<br>ETC | RENTAL CAR,<br>LIMO, ETC. | LOCAL TAXI,<br>TOLLS, &<br>PUBLIC<br>TRANSIT | AUTO<br>EXPENSES<br>Itemize Below | BREAKFAST                       | LUNCH   | DINNER   |                                |             |
| 2/27/2020                 | Sylacauga, AL  |         |                   |                           |                                              |                                   |                                 | \$ 7.34 |          |                                | \$ 7.34     |
| 2/25/2020                 | Nashville, TN  |         |                   |                           |                                              |                                   |                                 |         | \$ 14.80 |                                | \$ 14.80    |
| 2/24/2020                 | Sylacuage, AL  |         |                   |                           |                                              |                                   | \$ 4.04                         |         |          |                                | \$ 4.04     |
| 2/24/2020                 | Sylacuage, AL  |         |                   |                           |                                              |                                   | \$ 5.56                         |         |          |                                | \$ 5.56     |
| 2/24/2020                 | Brentwood, TN  |         |                   |                           |                                              |                                   |                                 |         | \$ 28.57 |                                | \$ 28.57    |
| 2/27/2020                 | Nashville, TN  |         |                   |                           |                                              |                                   | \$ 5.46                         |         |          |                                | \$ 5.46     |
| 2/27/2020                 | Columbia, TN   |         |                   |                           |                                              | \$ 50.00                          |                                 |         |          |                                | \$ 50.00    |
| 2/25/2020                 | Nashville, TN  |         |                   |                           |                                              |                                   | \$ 5.46                         |         |          |                                | \$ 5.46     |
| 2/26/2020                 | Nashville, TN  |         |                   |                           |                                              |                                   | \$ 5.46                         |         |          |                                | \$ 5.46     |
| 2/26/2020                 | Nashville, TN  |         |                   |                           |                                              |                                   |                                 |         | \$ 23.77 |                                | \$ 23.77    |
|                           |                |         |                   |                           |                                              |                                   |                                 |         |          |                                | \$ -        |
|                           |                |         |                   |                           |                                              |                                   |                                 |         |          |                                | \$ -        |
|                           |                |         |                   |                           |                                              |                                   |                                 |         |          |                                | \$ -        |
|                           |                |         |                   |                           |                                              |                                   |                                 |         |          |                                | \$ -        |
| WEEKLY CATEGORY TOTALS \$ |                | \$ -    | \$ -              | \$ -                      | \$ -                                         | \$ 50.00                          | \$ 25.98                        | \$ 7.34 | \$ 67.14 | \$ -                           | \$ 150.46   |

| ITEMIZED BUSINESS MEALS |                           |      |       |        |
|-------------------------|---------------------------|------|-------|--------|
| DATE                    | NAME OF PERSON(S) DINING; | TIME | PLACE | AMOUNT |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |
|                         |                           |      |       |        |

| ITEMIZED AUTOMOBILE EXPENSES |                                     |        |
|------------------------------|-------------------------------------|--------|
| DATE                         | MILEAGE, GAS, PARKING, REPAIRS, ETC | AMOUNT |
| 2-27                         | Fuel for the return trip            | 50.00  |
|                              |                                     |        |
|                              |                                     |        |

| ITEMIZED MISCELLANEOUS EXPENSES |       |  |        |
|---------------------------------|-------|--|--------|
| DATE                            | ITEMS |  | AMOUNT |
|                                 |       |  |        |
|                                 |       |  |        |
|                                 |       |  |        |

NUMBER OR DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Power Line and Staking Course

METHOD OF REIMBURSEMENT

MAIL TO:

Tyler Scott @ OPS

SIGNATURE

APPROVED BY

Packet Pg. 38

Attachment: Expense Reports 3 (4) (061-20 : Expense Reports from various departments.)

## NAME

TJ White

## DEPARTMENT

Information Technology

## PERIOD ENDING

3/12/2020

| DAY                       | CITY AND STATE           | LODGING | TRANSPORTATION   |                         |                                            |                                | BUSINESS MEALS<br>Itemize Below |       |        | ENTERTAIN-<br>MENT<br>Itemize Below | MISC.<br>EXPENSES<br>Itemize Below | DAILY TOTAL |
|---------------------------|--------------------------|---------|------------------|-------------------------|--------------------------------------------|--------------------------------|---------------------------------|-------|--------|-------------------------------------|------------------------------------|-------------|
|                           |                          |         | AIR<br>RAIL, ETC | RENTAL CAR<br>LIMO ETC. | LOCAL TAXI,<br>TOLLS & PUB-<br>LIC TRANSIT | AUTO EXPENSES<br>Itemize Below | BREAKFAST                       | LUNCH | DINNER |                                     |                                    |             |
| TUESDAY<br>3/10           | Opelika to Montgomery AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
| TUESDAY<br>3/10           | Montgomery to Opelika AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
| WED<br>3/11               | Opelika to Montgomery AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
| WED<br>3/11               | Montgomery to Opelika AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
| THURSDAY<br>3/12          | Opelika to Montgomery AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
| THURSDAY<br>3/12          | Montgomery to Opelika AL |         |                  |                         |                                            | 32.14                          |                                 |       |        |                                     |                                    | 32.14       |
|                           |                          |         |                  |                         |                                            |                                |                                 |       |        |                                     |                                    | 0.00        |
| WEEKLY CATEGORY TOTALS \$ |                          | 0.00    | 0.00             | 0.00                    | 0.00                                       | 192.84                         | 0.00                            | 0.00  | 0.00   | 0.00                                | 0.00                               | 192.84      |

WEEKLY TOTAL EXPENSES

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

2020 Users Training in Montgomery AL for  
Southern Software

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM  
MY ADVANCE☒ MAIL TO

Information Technology

SIGNATURE

APPROVED BY

## ITEMIZED AUTOMOBILE EXPENSES

| DATE | MILEAGE, GAS, PARKING REPAIRS, ETC. | AMOUNT |
|------|-------------------------------------|--------|
| 3/10 | Opelika to Montgomery 55.9@ .57.5   | 32.14  |
| 3/10 | Montgomery to Opelika 55.9@ .57.5   | 32.14  |
| 3/11 | Opelika to Montgomery 55.9@ .57.5   | 32.14  |
| 3/11 | Montgomery to Opelika 55.9@ .57.5   | 32.14  |
| 3/12 | Opelika to Montgomery 55.9@ .57.5   | 32.14  |
| 3/12 | Montgomery to Opelika 55.9@ .57.5   | 32.14  |

## ITEMIZED MISCELLANEOUS EXPENSES

| DATE | ITEMS | AMOUNT |
|------|-------|--------|
|      |       |        |
|      |       |        |
|      |       |        |
|      |       |        |
|      |       |        |

## EXPENSE REPORT

PERIOD ENDING

3/10/2020

## DEPARTMENT

Department Legislative

## NAME

Eddie Smith

13.1.c

| DAY                       | CITY AND STATE          | LODGING | TRANSPORTATION    |                         |                                            |                                | BUSINESS MEALS |       |        | ENTERTAIN-<br>MENT<br>Itemize Below | MISC.<br>EXPENSES<br>Itemize Below | DAILY TOTAL |      |      |      |       |        |
|---------------------------|-------------------------|---------|-------------------|-------------------------|--------------------------------------------|--------------------------------|----------------|-------|--------|-------------------------------------|------------------------------------|-------------|------|------|------|-------|--------|
|                           |                         |         | AIR<br>RAIL, ETC. | RENTAL CAR<br>LIMO ETC. | LOCAL TAXI,<br>TOLLS & PUB-<br>LIC TRANSIT | AUTO EXPENSES<br>Itemize Below | BREAKFAST      | LUNCH | DINNER |                                     |                                    |             |      |      |      |       |        |
| SUN                       |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 0.00        |      |      |      |       |        |
| MON                       | Sheraton Pentagon City  | 349.94  |                   |                         |                                            |                                |                |       |        |                                     |                                    | 349.94      |      |      |      |       |        |
| TUE                       | Travel / Tips / Parking |         |                   |                         |                                            | 126.50                         |                |       |        |                                     | 79.00                              | 205.50      |      |      |      |       |        |
| WED                       |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 0.00        |      |      |      |       |        |
| THU                       |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 0.00        |      |      |      |       |        |
| FRI                       |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 0.00        |      |      |      |       |        |
| SAT                       |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 0.00        |      |      |      |       |        |
| WEEKLY CATEGORY TOTALS \$ |                         |         |                   |                         |                                            |                                |                |       |        |                                     |                                    | 349.94      | 0.00 | 0.00 | 0.00 | 79.00 | 555.44 |

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Congressional Dinner

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM  
MY ADVANCE☒ MAIL: TO

Employee Eddie Smith

Department Legislative

SIGNATURE

Attachment: Expense Report Eddie Smith 3-17-20 (061-20 : Expense Reports from various departments.)

## ITEMIZED AUTOMOBILE EXPENSES

| DATE   | MILEAGE, GAS, PARKING REPAIRS, ETC. | AMOUNT |
|--------|-------------------------------------|--------|
| 3/9/20 | Atlanta Airport and Return          | 126.50 |
|        | 110 miles each way @ .575           |        |
|        |                                     |        |
|        |                                     |        |

## ITEMIZED MISCELLANEOUS EXPENSES

| DATE          | ITEMS                     | AMOUNT |
|---------------|---------------------------|--------|
| 3/9 - 3/10/20 | Tips -Airports / Shuttles | 45.00  |
|               |                           |        |
|               |                           |        |
|               |                           |        |

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

City Government

NAME

Tiffany Gibson-Pitts

13.1.d

| DAY                       | CITY AND STATE  | LODGING | TRANSPORTATION    |                         |                                            |                                   |                                 |       |        | BUSINESS MEALS |      |      | ENTERTAIN-<br>MENT<br>Itemize Below | MISC.<br>EXPENSES<br>Itemize Below | DAILY TOTAL |
|---------------------------|-----------------|---------|-------------------|-------------------------|--------------------------------------------|-----------------------------------|---------------------------------|-------|--------|----------------|------|------|-------------------------------------|------------------------------------|-------------|
|                           |                 |         | AIR<br>RAIL, ETC. | RENTAL CAR<br>LIMO ETC. | LOCAL TAXI,<br>TOLLS & PUB-<br>LIC TRANSIT | AUTO<br>EXPENSES<br>Itemize Below | BUSINESS MEALS<br>Itemize Below |       |        |                |      |      |                                     |                                    |             |
|                           |                 |         |                   |                         |                                            |                                   | BREAKFAST                       | LUNCH | DINNER |                |      |      |                                     |                                    |             |
| SUN                       |                 |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      |                                     | 0.00                               |             |
| MON                       |                 |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      |                                     | 0.00                               |             |
| TUE                       |                 |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      |                                     | 0.00                               |             |
| WED<br>3/11/20            | Atlanta-Opelika |         |                   |                         | 10.31                                      |                                   |                                 |       |        |                |      |      | 51.75                               | 62.06                              |             |
| THU                       |                 |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      |                                     | 0.00                               |             |
| FRI                       |                 |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      |                                     | 0.00                               |             |
| SAT<br>3/7/20             | Opelika-Atlanta |         |                   |                         |                                            |                                   |                                 |       |        |                |      |      | 51.75                               | 51.75                              |             |
| WEEKLY CATEGORY TOTALS \$ |                 | 0.00    | 0.00              | 0.00                    | 10.31                                      | 0.00                              | 0.00                            | 0.00  | 0.00   | 0.00           | 0.00 | 0.00 | 103.50                              | 113.81                             |             |

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL  
National League of Citites Conference,  
Washington, DC

☐ DEDUCT FROM  
MY ADVANCE

☒ MAIL TO

Employee Tiffany Gibson-Pitts

Department City Council

*Tiffany Gibson-Pitts*  
SIGNATURE

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

ITEMIZED AUTOMOBILE EXPENSES

| DATE    | MILEAGE, GAS, PARKING REPAIRS, ETC. | AMOUNT |
|---------|-------------------------------------|--------|
| 3/11/20 | From Opelika to Atlanta, GA         | 51.75  |
| 3/12/20 | From Atlanta, GA to Opelika         | 51.75  |
|         |                                     |        |
|         |                                     |        |

ITEMIZED MISCELLANEOUS EXPENSES

| DATE | ITEMS | AMOUNT |
|------|-------|--------|
|      |       |        |
|      |       |        |
|      |       |        |
|      |       |        |

## RESOLUTION NO. 062-20

Purchase AVO Swat Gear - US Communities Contract #4400008468 - PD**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Police Department desires to purchase AVO Swat Gear utilizing U.S. Communities Contract #4400008468; and

**WHEREAS**, Safeware, Inc. is the Contract Vendor for the AVO Swat Gear; and

**WHEREAS**, funds for this purchase will come from Capital Outlay;

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

1. That the purchase be awarded to Safeware, Inc. utilizing the U.S. Communities Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Safeware, Inc. in the amount of \$18,366.24.
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 \_\_\_\_\_, 2020.

---

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

ATTEST:

---

Russell A. Jones  
City Clerk - Treasurer



## QUOTATION

510 Eastpark Court  
Suite # 120  
Sandston, VA 23150  
804-236-0579  
www.safewareinc.com

|                   |        |
|-------------------|--------|
| Order Number      |        |
| 1713968           |        |
| Order Date        | Page   |
| 3/9/2020 10:01:40 | 1 of 2 |

Quote Expires On 3/23/2020

**Bill To:** Customer ID: 109455  
City of Opelika

**Ship To:**  
City of Opelika

334-705-5121

Requested By: Lillie Finley

|                      |                |                          |
|----------------------|----------------|--------------------------|
| <b>PO Number</b>     | <b>Taker</b>   | <b>Email</b>             |
| Quote                | Angela Perkins | aperkins@safewareinc.com |
| <b>Freight Terms</b> | <b>Phone</b>   | <b>Fax</b>               |
| Bill Freight         | 804-236-0579   | 804-236-0429             |

| <b>Quantities</b> |                  |                  |                                |              | <b>Item ID</b><br><b>Item Description</b> | <b>Pricing</b><br><b>UOM</b><br><b>Unit Size</b> | <b>Unit</b><br><b>Price</b> | <b>Extended</b><br><b>Price</b> |
|-------------------|------------------|------------------|--------------------------------|--------------|-------------------------------------------|--------------------------------------------------|-----------------------------|---------------------------------|
| <b>Ordered</b>    | <b>Allocated</b> | <b>Remaining</b> | <b>UOM</b><br><b>Unit Size</b> | <b>Disp.</b> |                                           |                                                  |                             |                                 |

|      |      |      |    |  |           |    |      |      |
|------|------|------|----|--|-----------|----|------|------|
| 1.00 | 0.00 | 1.00 | EA |  | CANDERSON | EA | 0.00 | 0.00 |
|------|------|------|----|--|-----------|----|------|------|

1.0 For questions regarding this proposal  
please contact:

Clint Anderson  
Southeast Branch Director  
Cell: 678-725-7687  
Office: 800-282-4782  
Email: canderson@safewareinc.com

|       |      |       |    |  |              |    |        |          |
|-------|------|-------|----|--|--------------|----|--------|----------|
| 12.00 | 0.00 | 12.00 | EA |  | AVO 72850-15 | EA | 570.71 | 6,848.52 |
|-------|------|-------|----|--|--------------|----|--------|----------|

1.0 FM54 APR Assembly, Twin Port MED 1.0

|       |      |       |    |  |            |    |        |          |
|-------|------|-------|----|--|------------|----|--------|----------|
| 12.00 | 0.00 | 12.00 | EA |  | AVO 602651 | EA | 483.63 | 5,803.56 |
|-------|------|-------|----|--|------------|----|--------|----------|

1.0 Voice Projection Unit Gen II 1.0

w/Microphone Assembly

**Ordered As:** 602651

|       |      |       |    |  |             |    |        |          |
|-------|------|-------|----|--|-------------|----|--------|----------|
| 12.00 | 0.00 | 12.00 | EA |  | SAF 1210480 | EA | 103.58 | 1,242.96 |
|-------|------|-------|----|--|-------------|----|--------|----------|

1.0 TCI-GMA-1.0 Gas Mask Coms adapter,  
Avon 1.0

|      |      |      |    |  |             |    |        |        |
|------|------|------|----|--|-------------|----|--------|--------|
| 6.00 | 0.00 | 6.00 | PK |  | AVO 72606-3 | PK | 142.38 | 854.28 |
|------|------|------|----|--|-------------|----|--------|--------|

1.0 CTCF50 Riot Agent Filter 4/pk 1.0

|       |      |       |    |  |             |    |       |          |
|-------|------|-------|----|--|-------------|----|-------|----------|
| 24.00 | 0.00 | 24.00 | EA |  | AVO 72602-2 | EA | 52.62 | 1,262.88 |
|-------|------|-------|----|--|-------------|----|-------|----------|

1.0 CBRNCF50 CBRN Filter (each) 1.0

|       |      |       |    |  |               |    |       |        |
|-------|------|-------|----|--|---------------|----|-------|--------|
| 12.00 | 0.00 | 12.00 | EA |  | AVO 70501-156 | EA | 43.35 | 520.20 |
|-------|------|-------|----|--|---------------|----|-------|--------|

1.0 Clear Outsert Assembly 1.0

|       |      |       |    |  |               |    |       |        |
|-------|------|-------|----|--|---------------|----|-------|--------|
| 12.00 | 0.00 | 12.00 | EA |  | AVO 70501-157 | EA | 49.55 | 594.60 |
|-------|------|-------|----|--|---------------|----|-------|--------|

1.0 Sunlight Outsert Assembly 1.0

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities



## QUOTATION

510 Eastpark Court  
Suite # 120  
Sandston, VA 23150  
804-236-0579  
www.safewareinc.com

| Order Number      |        |
|-------------------|--------|
| 1713968           |        |
| Order Date        | Page   |
| 3/9/2020 10:01:40 | 2 of 2 |

Quote Expires On 3/23/2020

| Quantities |           |           |                  |       | Item ID<br>Item Description                                                                     | Pricing<br>UOM | Unit<br>Price | Extended<br>Price |
|------------|-----------|-----------|------------------|-------|-------------------------------------------------------------------------------------------------|----------------|---------------|-------------------|
| Ordered    | Allocated | Remaining | UOM<br>Unit Size | Disp. |                                                                                                 | Unit Size      |               |                   |
| 12.00      | 0.00      | 12.00     | EA               |       | AVO 71014-14                                                                                    | EA             | 73.52         | 882.24            |
|            |           |           |                  | 1.0   | Mirrored Outsert Assembly                                                                       | 1.0            |               |                   |
| 12.00      | 0.00      | 12.00     | EA               |       | SFW 44014                                                                                       | EA             | 29.75         | 357.00            |
|            |           |           |                  | 1.0   | Deluxe Universal Gas Mask Bag,Black                                                             | 1.0            |               |                   |
|            |           |           |                  |       | •Made of 1000 denier nylon lined with closed cell foam                                          |                |               |                   |
|            |           |           |                  |       | •Measures 6-1/2 x 4 x 10                                                                        |                |               |                   |
|            |           |           |                  |       | •Fully adjustable and removable belt hanger and dual leg strap                                  |                |               |                   |
|            |           |           |                  |       | •Velcro and strap closure system                                                                |                |               |                   |
|            |           |           |                  |       | •Shoulder strap                                                                                 |                |               |                   |
|            |           |           |                  |       | •Padded back                                                                                    |                |               |                   |
|            |           |           |                  |       | •Outside utility & inside canister pouch                                                        |                |               |                   |
| 1.00       | 0.00      | 1.00      | EA               |       | USC                                                                                             | EA             | 0.00          | 0.00              |
|            |           |           |                  | 1.0   | U.S. Communities Contract #4400008468                                                           | 1.0            |               |                   |
|            |           |           |                  |       | Public Safety and Emergency Preparedness                                                        |                |               |                   |
|            |           |           |                  |       | Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. |                |               |                   |
|            |           |           |                  |       | *Agency must be registered with U.S. Communities at www.uscommunities.org                       |                |               |                   |

Total Lines: 11

SUB-TOTAL: 18,366.24

TAX: 0.00

AMOUNT DUE: 18,366.24

Actual freight added per freight terms

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities

# Safeware-Mallory

Homeland Security, Public Safety and Emergency Preparedness



REQUEST CONTRACT  
INFORMATION

Overview

Contract  
Documentation

Benefits, Pricing &  
FAQ's

Fire, Hazmat & Rescue

Law Enforcement

Homeland Security

Emergency Response

Municipal Industrial

K-12 & Higher  
Education

Matrice 210 Drone

Mavic 2 Enterprise

DuPont Personal  
Protection

Today's Law Enforcement face many challenges in their everyday work, the last thing they need is difficulty in purchasing products required to complete their job. Through Safeware-Mallory and OMNIA Partners, the process is quick and smooth allowing them to focus more time & energy on protecting the community. Speak with a sales expert today to find the best safety solution for you.

- Riot Gear / Civil Disturbance PPE
- Specialty Vehicles
- Tactical Entry Tools and Equipment
- EOD Protective Gear a
- Tactical BDU/TDU
- Body Camera
- K-9's and K-9 Equipment
- Trauma and Tactical First Aid Equipment
- Field Force Equipment
- Dive Equipment
- WMD Response Equipment
- People Screening Equipment & Installation
- Metal Detectors
- Outdoor Mass Notification

Safeware-Mallory introduces  
Garrett Metal Detectors

LEARN MORE

## Body Cams

Safeware presents: Kustom Signals Va...



Public Order Gear

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities

## RESOLUTION NO. 063-20

Purchase Libelium Sensors - Sole Source - IT

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Information Technology Department desires to purchase Libelium Sensors; and

**WHEREAS**, this is a sole source purchase; and

**WHEREAS**, Aridea is the sole source vendor for the Libelium Sensors; and

**WHEREAS**, funds for this purchase are coming from Capital Outlay;

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

1. That the purchase be awarded to Aridea.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Aridea as a sole source purchase in the total amount of \$111,346.80.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

**APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
C.E. "Eddie" Smith, Jr.

President of the City Council  
City of Opelika, Alabama

ATTEST:

---

Russell A. Jones

City Clerk - Treasurer

**CITY OF OPELIKA**  
**Sole Source Justification**

DEPARTMENT IT

REQUISITION NUMBER \_\_\_\_\_

NAME OF REQUESTING EMPLOYEE Stephen Dawe

VENDOR Ariclea

PRODUCT/SERVICE Libelium Sensors

Estimated annual expenditure for the commodity or service \$ 111,346.80

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

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

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

DEPARTMENT HEAD SIGNATURE

DEPARTMENT/DIVISION/DATE

IT 11/13/19

**PURCHASING DEPARTMENT USE ONLY**PURCHASING AGENT APPROVAL  
(SIGNATURE/DATE)

Lella Ty 11-13-19

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE



Zaragoza (Spain), November 4th, 2019

Libelium hereby certifies that Advantage Technology DBA Aridea Solution, with corporate address in 950 Kanawha Blvd., E. 25301, Charleston (USA) is authorized to sell and promote Libelium's products and provide after-sales and technical support to end customers in the American market.

Libelium technology is offered by Aridea since 2014, being proprietary products manufactured by Libelium Comunicaciones Inalámbricas Distribuidas S.L. (C/Escatrón 16, 50.014, Zaragoza, Spain).

Sincerely,

libelium  
Libelium Comunicaciones  
Distribuidas S.L.  
C/Escatrón 16, 50.014  
50014 Zaragoza

Sandra Pradilla

Sales Area Manager

Libelium Comunicaciones Distribuidas S.L.



950 Kanawha Blvd E  
Charleston, WV 25301  
304-250-6366

**Quote**

No: **71434**  
Date: **3/6/2020**

Prepared For:  
Information Technology  
City of Opelika  
204 South 7th Street  
Opelika, AL 36801-4904

Prepared by: Rob Moore  
Account No: 100197

Notes: Smart City Pro

| Qty                 | P/N        | MFG      | Description                                                | UOM    | Sell       | Total               |
|---------------------|------------|----------|------------------------------------------------------------|--------|------------|---------------------|
| 20                  | SCPB-4G-US | Libelium | Plug & Sense! SCP 4G US                                    | EA     | \$926.24   | \$18,524.80         |
| 20                  | 9370-P     | Libelium | Temperature, Humidity and Pressure Probe                   | EA     | \$71.50    | \$1,430.00          |
| 20                  | NLS        | Libelium | Noise Level Sensor                                         | EA     | \$1,293.50 | \$25,870.00         |
| 20                  | 9387-P     | Libelium | Particle Matter (PM1 / PM2.5 / PM10) – Dust Probe          | EA     | \$1,794.00 | \$35,880.00         |
| 20                  | 9374-P     | Libelium | Ozone (O3) [Calibrated] Probe                              | EA     | \$452.40   | \$9,048.00          |
| 20                  | 9371-LC-P  | Libelium | Carbon Monoxide (CO) low concentrations Probe              | EA     | \$358.80   | \$7,176.00          |
| 20                  | 9377-HA-P  | Libelium | Sulfur Dioxide (SO2) [Calibrated] (High Accuracy) Probe    | EA     | \$358.80   | \$7,176.00          |
| 20                  | PAPS-ESP   | Libelium | External solar panel 7V - 500mA (power accessory for P&SI) | EA     | \$54.60    | \$1,092.00          |
| 20                  | TSLIC      | Aridea   | Terrayltix Silver Access (30 Minute Polling)               | Annual | \$240.00   | \$4,800.00          |
| <b>Total:</b>       |            |          |                                                            |        |            | <b>\$110,996.80</b> |
| <b>S&amp;H:</b>     |            |          |                                                            |        |            | <b>\$350.00</b>     |
| <b>Grand Total:</b> |            |          |                                                            |        |            | <b>\$111,346.80</b> |

Prices are firm until 4/6/2020

Term: Net 30

Quoted by: Robert E Moore, rmoore@aridea.com

Date: 3/6/2020

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Disclaimer: All hardware & software must be paid in full prior to ordering. See Terms and Conditions.

Attachment: 3-17-20 - LIBELIUM SENSORS - SOLE SOURCE - CNCL PKT (063-20 : Purchase Libelium Sensors - Sole Source - IT)

## RESOLUTION NO. 064-20

Agreement with Lexipol, LLC. Approving Invoices for Subscription Services - PD.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING INVOICES FOR SUBSCRIPTION SERVICES UNDER  
AND PURSUANT TO SUBSCRIPTION AGREEMENT WITH LEXIPOL, LLC**

**WHEREAS**, Lexipol, LLC (hereinafter referred to as “Lexipol”) is America’s leading provider of risk management services and resources for public safety organizations; and

**WHEREAS**, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specified, customized policy manuals with a daily training bulletin accessed through a web browser; and

**WHEREAS**, the Lexipol system provides policy content and training materials delivered through an online platform developed by Lexipol staff and not available through other public or private resources or organizations; and

**WHEREAS**, on October 16, 2018, pursuant to Resolution No. 261-18, the City of Opelika and Lexipol entered into a Subscription Agreement and the Opelika Police Department subscribed to Lexipol’s online materials, including policy manuals and daily training bulletins; and

**WHEREAS**, the Subscription Agreement provides that the term of the agreement will automatically be extended for successive one-year periods after the initial twelve-month period; and

**WHEREAS**, the Opelika Police Department heretofore received Invoice No. 34080 dated September 1, 2019, from Lexipol in the amount of \$19,486 for subscription services for the period from October 1, 2019 through March 31, 2021; and

**WHEREAS**, the Police Chief has certified that funds are available in the current budget to pay said invoice for subscription services and said subscription services are being utilized by

the Police Department on a daily basis; and

**WHEREAS**, the City Council has determined that it is now in the best interest of the City and its citizens to approve said Invoice; and

**WHEREAS**, the City Council desires to make provision for the payment of future invoices for subscription service.

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

1. That Invoice No. 34080 dated September 1, 2019, from Lexipol, LLC, in the amount of \$19,486, a copy of which is attached hereto and marked as Exhibit "A", be and the same are hereby approved.

2. That the Purchasing-Revenue Officer is hereby authorized to issue a purchase order to Lexipol for the provision of subscription services as outlined in the invoice attached hereto at a cost not to exceed \$19,486.

3. That the Purchasing-Revenue Officer is hereby authorized to pay future invoices from Lexipol for subscription services provided the agreement remains in full force and effect and adequate funds are available in the budget to pay the invoice.

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

---

CITY CLERK



Lexipol, LLC  
2611 Internet Blvd. Suite 100  
Frisco, TX 75034

# Invoice

| Date   | Invoice # |
|--------|-----------|
| 9/1/19 | 30480     |

**Bill To**

Opelika Police Department  
Attn: Accounts Payable  
501 S 10th St  
Opelika, AL 36803

| Terms  | Due Date |
|--------|----------|
| Net 30 | 10/1/19  |

**Description**

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing.  
The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.  
Law Enforcement Procedure Manual Online Annual Subscription  
10/01/2019 - 03/31/2021 \$19,486 (additional 6 months 10/1/2020 - 03/31/2021 included at no cost)

Thank you!

**Total**

\$19,486.00

|         |                         |
|---------|-------------------------|
| Phone # | 844-312-9500            |
| Email   | receivables@lexipol.com |

**NOTICE: LEXIPOL HAS A NEW MAILING ADDRESS AS OF JANUARY, 2020.**  
Please change the address and remit payment to: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Attachment: Lexipol Invoice (064-20 : Agreement with Lexipol Approving Invoices for Subscription Services - PD)



PREDICTABLE IS PREVENTABLE®

## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

**Agency's Name:** Opelika Police Department  
**Agency's Address:** 501 S 10th Street  
Opelika, AL 36803  
**Attention:** Captain Shane Healey

**Lexipol's Address:** 16755 Von Karman Avenue, Suite 250  
Irvine CA 92606-4918  
**Attention:** Jeff Hopper

**Effective Date:** \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

### AGENCY

Signature:   
 Print Name: GARY FULLER  
 Title: MAYOR  
 Date Signed: 9/13/18

### LEXIPOL, LLC

Signature: \_\_\_\_\_  
 Print Name: Van Holland  
 Title: Chief Financial Officer  
 Date Signed: \_\_\_\_\_

**EXHIBIT A****SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

| PRODUCT                                                  | TERM   | PRICE           |
|----------------------------------------------------------|--------|-----------------|
| Law Enforcement Policy Manual & Daily Training Bulletins | Annual | \$18,966        |
| <b>Total Due Upon Execution</b>                          |        | <b>\$18,966</b> |

Pricing is based on:

☒ Law Enforcement – No. of Sworn: 86 FT

## EXHIBIT B

## GENERAL TERMS AND CONDITIONS

**1. Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

**1.1 Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

**1.2 Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

**1.3 Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

**1.4 Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

**1.5 Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

**1.6 Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

**2. Term and Termination.**

**2.1 Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

**2.2 Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction. Either party may terminate this Agreement for any reason with 30 days written notice.

**2.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years subject to agreement of the parties.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription



Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such



instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.7 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.8 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.9 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## RESOLUTION NO. 065-20

Special Appropriation to Envision Opelika, 6th Annual Unity Stampede Walk/Run.**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

**WHEREAS**, Envision Opelika is now in need of additional funds to assist with their 2020 Unity Stampede Walk/Run with all the proceeds being used to fund Character Education, scholarships to Southern Union and promote healthy life styles in the community, and

**WHEREAS**, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Tiffany Gibson-Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$200.00 from their respective discretionary fund, to assist with funding the 2020 Unity Stampede Walk-Run event.

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

1. The City Council approves a special appropriation of \$1,000.00 to Envision Opelika to assist with the cost of the 2020 Unity Stampede Walk-Run event.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

|                |        |              |           |
|----------------|--------|--------------|-----------|
| Patricia Jones | Ward 1 | Reserve fund | \$ 200.00 |
| Tiffany Pitts  | Ward 2 | Reserve fund | \$ 200.00 |
| Dozier Smith T | Ward 3 | Reserve fund | \$ 200.00 |
| Eddie Smith    | Ward 4 | Reserve fund | \$ 200.00 |
| David Canon    | Ward 5 | Reserve fund | \$ 200.00 |

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to Envision Opelika Foundation can be prepared and delivered with said funds being earmarked and designated for the 2020 Unity Stampede Walk-Run event.

**APPROVED and ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President of the City Council  
City of Opelika, Alabama

Attest:

\_\_\_\_\_  
Russell A. Jones  
City Clerk - Treasurer

RESOLUTION NO. 066-20

Agreement with TTL, Inc. for Industrial Blvd. / Northpark Dr. Improvements. - Eng

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING PROPOSAL FOR  
PROFESSIONAL SERVICES AND APPROVING THE CLIENT  
SERVICES AGREEMENT SUBMITTED BY TTL, INC. FOR  
INDUSTRIAL BOULEVARD AND NORTHPARK DRIVE IMPROVEMENTS**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) intends to restore, rehabilitate and resurface Northpark Drive from Joanne Drive to Andrews Road and Industrial Boulevard from Lake Condry Road to the end of the roadway past Sharp Street (the “Project”); and

**WHEREAS**, the existing site conditions and geotechnical constraints, including subsurface conditions along the road segments have already been investigated and reported to the Engineering Department; and

**WHEREAS**, professional geotechnical engineering services are now needed to complete the site survey, civil design documents/plans for contractor bidding, bid phase observation, and construction engineering and testing services to address the current roadway failures due to heavy tractor trailer use and drainage issues of the Project for the City; and

**WHEREAS**, TTL, Inc. (“TTL”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to survey, design, monitor and test the Project and; and

**WHEREAS**, a Proposal for pavement engineering services (the “Proposal”) and a Client Services Agreement (the “Agreement”) have been prepared by TTL and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Proposal and Agreement.

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

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

2. That the Mayor is further authorized and directed to execute and deliver the Proposal and the Agreement in the name and on behalf of the City and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to TTL shall come from the Unassigned Fund Balance and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to TTL for the provision for professional services as outlined in the Proposal and the Agreement attached hereto.

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

---

CITY CLERK



2743 Gunter Park Drive W, Suite E  
Montgomery, AL 36109  
334.244.0766  
www.ttlusa.com

March 5, 2020

Mr. Scott Parker  
City Engineer  
City of Opelika  
P.O. Box 390  
Opelika, AL 36803

**RE: Industrial Boulevard and Northpark Drive Improvements  
Proposal for Professional Services  
Opelika, Alabama**

Dear Mr. Parker:

We are writing to provide you with the following proposal for professional services for the above referenced projects. These services will provide you with a complete site survey, civil design documents for Contractor bidding, bid phase, and construction inspection and testing services to address the current roadway failures due to heavy tractor trailer use and drainage issues.

Our proposal is based on our understanding of the required scope of services from the meeting with you, site visits, and conceptual layouts completed from all available existing mapping we could obtain electronically or from the City of Opelika. We have itemized the various professional services into specific areas of professional practice providing scope information and a cost summary section for each project.

|           |   |                                                  |            |
|-----------|---|--------------------------------------------------|------------|
| Section A | - | Surveying Services                               | Page 2     |
| Section B | - | Civil Engineering Services                       | Page 3 - 4 |
| Section C | - | Construction Engineering and Inspection Services | Page 5     |
| Section D | - | Construction Materials Testing (CMT) Services    | Page 6     |
| Section E | - | Summary of Professional Fees /Hourly Rates       | Page 7 - 8 |

We greatly appreciate the opportunity to provide this proposal to you. Please let us know if you have any questions or require further information regarding this proposal.

Sincerely,  
TTL, INC.

Frank E. Summers, PE  
Vice-President

Wyman Turner, PE  
Project Manager

attachments: Project Opinion of Costs, Conceptual Maps, 2020 Hourly Rate Schedule, CPSCA Contract Form

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

## SECTION A – SURVEYING SERVICES:

### Topographic and Right-of-Way Survey:

- Perform a pre-design topographic and Right-of-Way survey to verify locations and elevations of existing site features including, but not limited to, existing roadways, valley gutter, curb and gutter, drives, public/private utilities, right-of-way/easements, signage, lighting, etc. for use in development of construction plans.

*Northpark Drive Proposed Lump Sum Fee = \$8,600.00*  
*Industrial Boulevard Proposed Lump Sum Fee = \$8,200.00*

### Record Drawing Survey:

- We will perform a record drawing survey as part of the final closeout. This information shall be provided to the City of Opelika as part of hard copy construction plans and in digital CAD format.

*Northpark Drive Proposed Lump Sum Fee = \$2,100.00*  
*Industrial Boulevard Proposed Lump Sum Fee = \$2,900.00*

### Construction Staking:

- We will perform construction staking services for the project on behalf of the Owner to ensure the required elevations and grades in the field are as reflected in the construction plans. Staking includes setting control for the Contractor, creation of staking files as needed, rough grading elevations, pavement elevations for leveling, stone base bluetopping, curb and gutter, band curb, valley gutter, and storm drainage improvements one (1) time only. Any other requested staking items outside of those listed above will be provided on an hourly basis according to our current hourly rate schedule at the expense of the Contractor. Request for construction staking shall be submitted to TTL, Inc. a minimum of 48-hours in advance of when the work is needed.
- The majority of our clients prefer to provide staking of their improvements; however, if this service is not desired or wanted to be the requirement of the Contractor, then these fees should be deleted from the proposal.

*Northpark Drive Proposed Lump Sum Fee = \$18,400.00*  
*Industrial Boulevard Proposed Lump Sum Fee = \$17,600.00*

## SECTION B – CIVIL ENGINEERING SERVICES:

### Conceptual Analysis and Design:

- Attend pre-design meeting with the City of Opelika engineering department for initial feedback and direction related to the roadway improvements desired for the project. Perform detailed site visits to the project to assess existing issues and impacts to the surrounding areas for any associated improvements. These visits will include site photography of existing conditions, observations of specific issues noted such as pavement failures/cracking/poor drainage, observation of existing public/private utilities from the ground, etc. Secure all existing mapping available via the Owner and internet to prepare a detailed conceptual map of proposed improvements. This will include existing topographic maps, aerial, drainage, public and private utility maps (if available), etc. Upon completion of conceptual mapping of proposed improvements, prepare a preliminary opinion of probable construction cost to establish project cost for improvements and an estimated length of construction.

***Northpark Drive Proposed Lump Sum Fee = \$7,900.00***  
***Industrial Boulevard Proposed Lump Sum Fee = \$9,300.00***

### Design and Contract Documents:

Provide design services and develop construction drawings and documents for use in permitting and construction of the required improvements. Proposed contract documents will include:

- Site Survey and Clearing/Demolition: This will include a detailed site survey depicting existing conditions and delineate items to be demolished or retained.
- Paving, Signing, and Striping Plan: This will include all roadway, stripe, markings, signage, curb and gutter, band curb and other improvements.
- Site Grading Plan: This includes evaluating geotechnical information and preparing a detailed grading plan for this project. This plan shall include detailed elevation spot grades and contour lines.
- Roadway Cross Sections: These will depict proposed roadway widening and buildups providing additional information to support the grading plan and typical sections.
- Sanitary Sewer Design: These services are not included.
- Storm Drainage Design: This includes the design of any storm drains needed for access drives, the roadway, ditches, permanent riprap and energy basins, etc.
- Site Utility Design: There are no required site utilities as part of this project scope.
- Water Distribution Design: These services are not included.
- Erosion Control Plan: This includes a basic Best Management Practices Plan (BMPP) for the Contractor to minimize erosion during construction. This is a design phase task and does not include construction phase NPDES permit preparation, associated supplemental CBMPP, or periodic inspections.
- City of Opelika Site Development Permit: Obtain a permit for the project improvements, if required.

(continued next page)

- **Contract Documents and Construction Details:** This includes development of a unit cost bid proposal form with estimated quantities and providing details, technical specifications, and contract documents for contracting of the site improvements as requested.

***Northpark Drive Proposed Lump Sum Fee = \$89,900.00***  
***Industrial Boulevard Proposed Lump Sum Fee = \$98,000.00***

**Bid Phase:**

Upon completion and approval of the construction plans, we will assist in the bidding of the project, leading a pre-bid conference, provide necessary addenda during bidding, attending the bid opening, and prepare bid certification.

***Northpark Drive Proposed Lump Sum Fee = \$2,500.00***  
***Industrial Boulevard Proposed Lump Sum Fee = \$2,500.00***

## SECTION C – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES:

### Construction Phase Services:

- After bid phase and low bidder certification, attend any necessary meetings with the City of Opelika, etc. related to the project bid. Assist in the bid award, contract and bonding of the awarded low bidder, including coordination of contract execution, pre-construction conference, etc.
- We have assumed the following contract lengths:

|                      |                               |
|----------------------|-------------------------------|
| Northpark Drive      | 120 Consecutive Calendar Days |
| Industrial Boulevard | 180 Consecutive Calendar Days |

Construction phase services are based on the estimated contract lengths. After final design, it may be determined that these lengths should shorten or lengthen. The fees for these services can be revised at that time as more detailed information will be known.

- Provide resident construction observation for the construction phase of the projects for the estimated contract lengths noted above. Construction phase services are to include construction materials testing, review of periodic pay requests, on-site owner representation, etc.

***Northpark Drive Estimated Hourly Fee = \$86,700.00***  
***Industrial Boulevard Estimated Hourly Fee = \$140,900.00***

### ADEM NPDES Permitting for Construction:

- We did NOT include services to prepare permit application and associated documentation required by ADEM for a project specific NPDES storm water permit. We note in the plans that the NPDES permit is to be secured by the Contractor and placed in his name as he has control and maintenance of the site and should be directly responsible for the associated liability and not the Owner.

***No Fee Included as Noted***

## SECTION D – CONSTRUCTION MATERIALS TESTING (CMT) SERVICES:

### CMT Narrative

#### Earthwork

- Observe proofrolling operations and undercutting operations.
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe base placement and perform nuclear density tests on the compacted base materials.
- Obtain bulk samples of the base materials for Proctor density and base analysis testing.

#### Site Placed Concrete

- Monitor the placement of structural concrete pours.
- Cast a set of test cylinders of each concrete mix placed each day as required by the project specifications. Slump, air content, and temperature tests will be performed for each set of test cylinders. Slumps of other loads will be visually estimated and tests will be performed as deemed necessary to maintain a uniform slump.

#### Asphalt Paving

- Asphalt testing and monitoring.
- Coring of asphalt as necessary to verify depths.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

*Northpark Drive Estimated Hourly Fee = \$27,500.00*  
*Industrial Boulevard Estimated Hourly Fee = \$31,300.00*

## SECTION E – SUMMARY OF PROFESSIONAL FEES/HOURLY RATES:

*(All services are lump sum unless otherwise noted)*

### Northpark Drive

|                                    |   |                                                                          |              |
|------------------------------------|---|--------------------------------------------------------------------------|--------------|
| Section A                          | – | <b>Surveying Services</b>                                                |              |
|                                    |   | Topographic and Boundary Survey                                          | \$8,600.00   |
|                                    |   | Record Drawing Survey (Per Hourly Rate)                                  | \$2,100.00   |
|                                    |   | Construction Staking                                                     | \$18,400.00  |
| Section B                          | – | <b>Civil Engineering Services</b>                                        |              |
|                                    |   | Conceptual Analysis and Design                                           | \$7,900.00   |
|                                    |   | Design and Contract Documents                                            | \$89,900.00  |
|                                    |   | Bid Phase                                                                | \$2,500.00   |
| Section C                          | – | <b>Construction Engineering and Inspection Services</b>                  |              |
|                                    |   | Construction Phase Engineering and Inspection Services (Per Hourly Rate) | \$86,700.00  |
|                                    |   | ADEM NPDES Permitting for Construction                                   | Not Included |
| Section D                          | – | <b>Construction Materials Testing (CMT) Services</b>                     |              |
|                                    |   | Earthwork, Site Placed Concrete, Asphalt Paving (Per Hourly Rate)        | \$27,500.00  |
| Subtotal Services Northpark Drive: |   |                                                                          | \$243,600.00 |

### Industrial Boulevard

|                                         |   |                                                                          |              |
|-----------------------------------------|---|--------------------------------------------------------------------------|--------------|
| Section A                               | - | <b>Surveying Services</b>                                                |              |
|                                         |   | Topographic and Boundary Survey                                          | \$8,200.00   |
|                                         |   | Record Drawing Survey (Per Hourly Rate)                                  | \$2,900.00   |
|                                         |   | Construction Staking                                                     | \$17,600.00  |
| Section B                               | - | <b>Civil Engineering Services</b>                                        |              |
|                                         |   | Conceptual Analysis and Design                                           | \$9,300.00   |
|                                         |   | Design and Contract Documents                                            | \$98,000.00  |
|                                         |   | Bid Phase                                                                | \$2,500.00   |
| Section C                               | - | <b>Construction Engineering and Inspection Services</b>                  |              |
|                                         |   | Construction Phase Engineering and Inspection Services (Per Hourly Rate) | \$140,900.00 |
|                                         |   | ADEM NPDES Permitting for Construction                                   | Not Included |
| Section D                               | - | <b>Construction Materials Testing (CMT) Services</b>                     |              |
|                                         |   | Earthwork, Site Placed Concrete, Asphalt Paving (Per Hourly Rate)        | \$31,300.00  |
| Subtotal Services Industrial Boulevard: |   |                                                                          | \$310,700.00 |

Please note this proposal does not include any off-site design, site water and sewer design, preliminary plat or subdivision services, archaeological, structural design, traffic studies, site electrical design, or telecommunications design. Any services not specifically listed as a part of this scope of work shall be performed on an hourly basis or under a separate proposal and contract as requested.

TTL reserves the right to withdraw and/or modify this proposal at any time subsequent to this 60-day offer period. All information (written or electronic) from TTL concerning TTL's work is for the sole use and reliance of TTL's Client. TTL intends no third party beneficiaries (express or implied) and copies of such information received by any third parties are not for reliance unless TTL first receives a signed Secondary Client Agreement from the third party.



MORE THAN EXPECTED. NOTHING LESS THAN GENUINE.

**City of Opelika**  
**Industrial Blvd Improvements**  
**Engineer's Preliminary**  
**Opinion of Probable Construction Cost**  
**March 5, 2020**

| Item No.                                                      | Quantity | Unit     | Description                                                                                                            | Unit Cost   | Total Cost |
|---------------------------------------------------------------|----------|----------|------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| <b>General, Demolition, Clearing, Grubbing, and Earthwork</b> |          |          |                                                                                                                        |             |            |
| 1                                                             | 1        | l.s.     | Payment and Performance Bonds                                                                                          | \$20,000.00 | \$20,000.  |
| 2                                                             | 1        | l.s.     | Mobilization and Demobilization                                                                                        | \$55,000.00 | \$55,000.  |
| 3                                                             | 1        | l.s.     | Demolition, Clearing, and Grubbing and Working Limits (Approximately 5 acres)                                          | \$12,500.00 | \$12,500.  |
| 4                                                             | 12000    | s.y.     | Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter)                                                           | \$5.00      | \$60,000.  |
| 5                                                             | 12       | each     | Remove Storm Structure and Backfill                                                                                    | \$1,500.00  | \$18,000.  |
| 6                                                             | 1        | l.s.     | Earthwork (± 1,000 c.y.i.p.)                                                                                           | \$10,000.00 | \$10,000.  |
| 7                                                             | 650      | c.y.i.p. | Borrow Excavation (Off-Site)                                                                                           | \$12.00     | \$7,800.   |
| 8                                                             | 250      | c.y.i.p. | Topsoil Stripping (6" thick min.)                                                                                      | \$5.00      | \$1,250.   |
| 9                                                             | 900      | c.y.i.p. | Topsoil Replacement (6" thick min.)                                                                                    | \$10.00     | \$9,000.   |
| <b>Base, Pave and Curb &amp; Gutter Improvements</b>          |          |          |                                                                                                                        |             |            |
| 10                                                            | 5600     | s.y.     | Milling/Planing Existing Pavement (2" Thickness)                                                                       | \$2.00      | \$11,200.  |
| 11                                                            | 10000    | s.y.     | Crushed Aggregate Stone Base, 825B (6" Thickness)                                                                      | \$10.75     | \$107,500. |
| 12                                                            | 15600    | s.y.     | Bituminous Treatment A (ALDOT 401)                                                                                     | \$1.00      | \$15,600.  |
| 13                                                            | 2597     | gal      | Tack Coat (Trackless Tack)(ALDOT 405A)(Access Road)                                                                    | \$4.50      | \$11,686.  |
| 14                                                            | 15179    | s.y.     | Bituminous Concrete Wearing Surface Layer, 3/4" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)(Access Road) | \$8.00      | \$121,432. |
| 15                                                            | 10790    | s.y.     | Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (3" Compacted Thickness)                         | \$13.00     | \$140,270. |
| 16                                                            | 4388     | s.y.     | Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)                       | \$12.50     | \$54,850.  |
| 17                                                            | 10793    | s.y.     | Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.25" Compacted Thickness)                      | \$12.00     | \$129,516. |
| 18                                                            | 100      | tons     | Bituminous Concrete Binder Layer, Leveling, 1" Max Aggregate Mix (Thickness Varies)                                    | \$100.00    | \$10,000.  |
| 19                                                            | 200      | s.y.     | Asphalt Patching (5.5" Asphalt Thickness) (As Directed by Owner's Representative)                                      | \$50.00     | \$10,000.  |
| 20                                                            | 4850     | l.f.     | Combination Curb and Gutter                                                                                            | \$25.00     | \$121,250. |
| 21                                                            | 2905     | l.f.     | Band Curb                                                                                                              | \$20.00     | \$58,100.  |
| 22                                                            | 150      | l.f.     | 6' Valley Gutter                                                                                                       | \$60.00     | \$9,000.   |
| 23                                                            | 10       | s.y.     | Concrete Slope Paving                                                                                                  | \$50.00     | \$500.     |
| <b>Storm Drainage System Improvements</b>                     |          |          |                                                                                                                        |             |            |
| 24                                                            | 504      | l.f.     | 15" R.C. Pipe, Class 3                                                                                                 | \$40.00     | \$20,160.  |
| 25                                                            | 888      | l.f.     | 18" R.C. Pipe, Class 4                                                                                                 | \$45.00     | \$39,960.  |
| 26                                                            | 416      | l.f.     | 24" R.C. Pipe, Class 5                                                                                                 | \$55.00     | \$22,880.  |
| 27                                                            | 184      | l.f.     | 30" R.C. Pipe, Class 6                                                                                                 | \$65.00     | \$11,960.  |
| 28                                                            | 17       | each     | Type "S" Inlet (1 Wing) (Depths Vary)                                                                                  | \$3,800.00  | \$64,600.  |
| 29                                                            | 4        | each     | Type "S" Inlet (2 Wing) (Depths Vary)                                                                                  | \$4,000.00  | \$16,000.  |
| 30                                                            | 3        | each     | Concrete Junction Box (Depths Vary)                                                                                    | \$3,200.00  | \$9,600.   |
| 31                                                            | 5        | each     | 30" Concrete Headwall w/ Energy Dissipator                                                                             | \$2,000.00  | \$10,000.  |
| 32                                                            | 2        | each     | Yard Inlet                                                                                                             | \$3,600.00  | \$7,200.   |
| 33                                                            | 350      | l.f.     | Trench Drain (At Commercial Drives)                                                                                    | \$60.00     | \$21,000.  |
| 34                                                            | 500      | tons     | Permanent Riprap, Class 2                                                                                              | \$40.00     | \$20,000.  |
| 35                                                            | 500      | l.f.     | 6" Underdrain (As Directed by the Owner's Representative)                                                              | \$15.00     | \$7,500.   |

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

| <b>Erosion Control</b>                                                                        |       |       |                                                                     |             |              |
|-----------------------------------------------------------------------------------------------|-------|-------|---------------------------------------------------------------------|-------------|--------------|
| 36                                                                                            | 1     | l.s.  | Erosion Control Management and Maintenance                          | \$25,000.00 | \$25,000.    |
| 37                                                                                            | 2     | acres | Temporary and Permanent Seeding and Mulching                        | \$3,000.00  | \$6,000.     |
| 38                                                                                            | 2     | each  | Construction Entrance/Exit                                          | \$7,500.00  | \$15,000.    |
| 39                                                                                            | 1000  | s.y.  | Erosion Control Netting (Min. 2.25 lb/ft2 Shear Stress Fabric)      | \$5.50      | \$5,500.     |
| 40                                                                                            | 4150  | l.f.  | Silt Fence, Type A                                                  | \$5.50      | \$22,825.    |
| 41                                                                                            | 500   | l.f.  | Sediment Control Logs                                               | \$6.00      | \$3,000.     |
| 42                                                                                            | 21    | each  | Dome Inlet Protector                                                | \$250.00    | \$5,250.     |
| 43                                                                                            | 500   | tons  | Temporary Riprap, Class 2 (Check Dams and Berms)                    | \$35.00     | \$17,500.    |
| <b>Traffic Control, Traffic Signal, and Temporary Striping</b>                                |       |       |                                                                     |             |              |
| 44                                                                                            | 1     | l.s.  | Traffic Control                                                     | \$30,000.00 | \$30,000.    |
| 45                                                                                            | 1     | l.s.  | Construction Signs                                                  | \$2,500.00  | \$2,500.     |
| 46                                                                                            | 10500 | l.f.  | Temporary Striping (All Colors)                                     | \$0.50      | \$5,250.     |
| 47                                                                                            | 100   | s.f.  | Temporary Markings (Stop Bars, Yield Bars)                          | \$6.00      | \$600.       |
| <b>Permanent Signing and Striping</b>                                                         |       |       |                                                                     |             |              |
| 48                                                                                            | 8500  | l.f.  | Solid Yellow, Class 1, Type A Traffic Stripe (4" Wide)              | \$0.75      | \$6,375.     |
| 49                                                                                            | 100   | s.f.  | 2' Stop Bar, Yield Bars (Traffic Control Markings, Class 1, Type A) | \$2.50      | \$250.       |
| 50                                                                                            | 70    | l.f.  | Crosswalk (Traffic Control Markings, Class 1, Type A)(All Widths)   | \$9.00      | \$630.       |
| 51                                                                                            | 10    | each  | Permanent Signs                                                     | \$300.00    | \$3,000.     |
| Preliminary Opinion of Probable Construction Cost                                             |       |       |                                                                     |             | \$1,393,994. |
| 10% Contingency                                                                               |       |       |                                                                     |             | \$139,399.   |
| Total Preliminary Opinion of Probable Construction Cost for Industrial Boulevard Improvements |       |       |                                                                     |             | \$1,533,393. |



MORE THAN EXPECTED. NOTHING LESS THAN GENUINE.

**City of Opelika**  
**Northpark Drive Improvements**  
**Engineer's Preliminary**  
**Opinion of Probable Construction Cost**  
**March 5, 2020**

| Item No.                                                      | Quantity | Unit     | Description                                                                                               | Unit Cost   | Total Cost |
|---------------------------------------------------------------|----------|----------|-----------------------------------------------------------------------------------------------------------|-------------|------------|
| <b>General, Demolition, Clearing, Grubbing, and Earthwork</b> |          |          |                                                                                                           |             |            |
| 1                                                             | 1        | l.s.     | Payment and Performance Bonds                                                                             | \$20,000.00 | \$20,000.  |
| 2                                                             | 1        | l.s.     | Mobilization and Demobilization                                                                           | \$43,500.00 | \$43,500.  |
| 3                                                             | 1        | l.s.     | Demolition, Clearing, and Grubbing and Working Limits (Approximately 7 acres)                             | \$17,500.00 | \$17,500.  |
| 4                                                             | 2050     | s.y.     | Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter)                                              | \$8.00      | \$16,400.  |
| 5                                                             | 12       | each     | Remove Storm Structure Top                                                                                | \$1,500.00  | \$18,000.  |
| 6                                                             | 1        | l.s.     | Earthwork (± 2,000 c.y.i.p.)                                                                              | \$20,000.00 | \$20,000.  |
| 7                                                             | 1350     | c.y.i.p. | Borrow Excavation (Off-Site)                                                                              | \$12.00     | \$16,200.  |
| 8                                                             | 2300     | c.y.i.p. | Topsoil Stripping (6" thick min.)                                                                         | \$5.00      | \$11,500.  |
| 9                                                             | 2100     | c.y.i.p. | Topsoil Replacement (6" thick min.)                                                                       | \$8.00      | \$16,800.  |
| <b>Base, Pave and Curb &amp; Gutter Improvements</b>          |          |          |                                                                                                           |             |            |
| 10                                                            | 500      | s.y.     | Milling/Planing Existing Pavement (2" Thickness)                                                          | \$10.00     | \$5,000.   |
| 11                                                            | 3260     | gal      | Tack Coat (Trackless Tack)(ALDOT 405A)                                                                    | \$5.50      | \$17,930.  |
| 12                                                            | 16300    | s.y.     | Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness) | \$8.00      | \$130,400. |
| 13                                                            | 9500     | s.y.     | Bituminous Concrete Binder Layer, 1" Max Aggregate Mix (ALDOT 424B) (1.5" Compacted Thickness)            | \$9.50      | \$90,250.  |
| 14                                                            | 6800     | s.y.     | Bituminous Concrete Binder Layer, 1" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)            | \$12.50     | \$85,000.  |
| 15                                                            | 900      | tons     | Bituminous Concrete Binder Layer, Leveling, 1" Max Aggregate Mix (Thickness Varies)                       | \$100.00    | \$90,000.  |
| 16                                                            | 2300     | s.y.     | Concrete Pavement (11" Thickness)                                                                         | \$100.00    | \$230,000. |
| 17                                                            | 500      | s.y.     | Asphalt Patching (11" Asphalt Thickness) (As Directed by Owner's Representative)                          | \$80.00     | \$40,000.  |
| 18                                                            | 2300     | s.y.     | Permeable Asphalt Treated Base PATB (4" Thickness)                                                        | \$10.00     | \$23,000.  |
| 19                                                            | 2500     | l.f.     | Combination Curb and Gutter                                                                               | \$25.00     | \$62,500.  |
| 20                                                            | 5800     | l.f.     | Band Curb                                                                                                 | \$20.00     | \$116,000. |
| 21                                                            | 20       | s.y.     | Concrete Slope Paving                                                                                     | \$50.00     | \$1,000.   |
| <b>Storm Drainage System Improvements</b>                     |          |          |                                                                                                           |             |            |
| 22                                                            | 100      | l.f.     | 73" x 45" RCAP Pipe, Class 3                                                                              | \$250.00    | \$25,000.  |
| 23                                                            | 12       | each     | Type "S" Inlet (Depths Vary)                                                                              | \$3,800.00  | \$45,600.  |
| 24                                                            | 1        | each     | Concrete Junction Box (Depths Vary)                                                                       | \$3,200.00  | \$3,200.   |
| 25                                                            | 1        | each     | 73" x 45" Flared End Headwall w/ Energy Dissipator                                                        | \$4,000.00  | \$4,000.   |
| 26                                                            | 100      | tons     | Permanent Riprap, Class 2                                                                                 | \$40.00     | \$4,000.   |
| 27                                                            | 1000     | l.f.     | 6" Underdrain (As Directed by the Owner's Representative)                                                 | \$15.00     | \$15,000.  |

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

| <b>Erosion Control</b>                                         |       |       |                                                                     |                                                                                                 |                     |
|----------------------------------------------------------------|-------|-------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------|
| 28                                                             | 1     | l.s.  | Erosion Control Management and Maintenance                          | \$10,000.00                                                                                     | \$10,000.           |
| 29                                                             | 3     | acres | Temporary and Permanent Seeding and Mulching                        | \$3,000.00                                                                                      | \$9,000.            |
| 30                                                             | 2     | each  | Construction Entrance/Exit                                          | \$7,500.00                                                                                      | \$15,000.           |
| 31                                                             | 1000  | s.y.  | Erosion Control Netting (Min. 2.25 lb/ft2 Shear Stress Fabric)      | \$5.50                                                                                          | \$5,500.            |
| 32                                                             | 4600  | l.f.  | Silt Fence, Type A                                                  | \$5.50                                                                                          | \$25,300.           |
| 33                                                             | 500   | l.f.  | Sediment Control Logs                                               | \$6.00                                                                                          | \$3,000.            |
| 34                                                             | 12    | each  | Dome Inlet Protector                                                | \$250.00                                                                                        | \$3,000.            |
| 35                                                             | 200   | tons  | Temporary Riprap, Class 2 (Check Dams and Berms)                    | \$35.00                                                                                         | \$7,000.            |
| <b>Traffic Control, Traffic Signal, and Temporary Striping</b> |       |       |                                                                     |                                                                                                 |                     |
| 36                                                             | 1     | l.s.  | Traffic Control                                                     | \$20,000.00                                                                                     | \$20,000.           |
| 37                                                             | 1     | l.s.  | Construction Signs                                                  | \$5,000.00                                                                                      | \$5,000.            |
| 38                                                             | 15000 | l.f.  | Temporary Striping (All Colors)                                     | \$0.50                                                                                          | \$7,500.            |
| 39                                                             | 9     | each  | Temporary Markings (All Colors)                                     | \$100.00                                                                                        | \$900.              |
| 40                                                             | 300   | s.f.  | Temporary Markings (Stop Bars, Yield Bars)                          | \$6.00                                                                                          | \$1,800.            |
| <b>Permanent Signing and Striping</b>                          |       |       |                                                                     |                                                                                                 |                     |
| 41                                                             | 9600  | l.f.  | Solid Yellow, Class 1, Type A Traffic Stripe (4" Wide)              | \$0.75                                                                                          | \$7,200.            |
| 42                                                             | 1300  | l.f.  | Solid White, Class 1, Type A Traffic Stripe (6" Wide)               | \$1.00                                                                                          | \$1,300.            |
| 43                                                             | 400   | l.f.  | Dotted White, Class 1, Type A Traffic Stripe (6" Wide)              | \$1.00                                                                                          | \$400.              |
| 44                                                             | 2500  | l.f.  | Dashed Yellow, Class 1, Type A Traffic Stripe (4" Wide)             | \$0.75                                                                                          | \$1,875.            |
| 45                                                             | 450   | s.f.  | Channelization Striping, Class 1, Type A (Yellow)                   | \$1.50                                                                                          | \$675.              |
| 46                                                             | 9     | each  | Arrow (Traffic Control Marking, Class 1, Type A)                    | \$50.00                                                                                         | \$450.              |
| 47                                                             | 7     | each  | Only's (Traffic Control Legend, Class 1, Type A)                    | \$75.00                                                                                         | \$525.              |
| 48                                                             | 300   | s.f.  | 2' Stop Bar, Yield Bars (Traffic Control Markings, Class 1, Type A) | \$2.50                                                                                          | \$750.              |
| 49                                                             | 10    | each  | Permanent Signs                                                     | \$300.00                                                                                        | \$3,000.            |
|                                                                |       |       |                                                                     | Preliminary Opinion of Probable Construction Cost                                               | \$1,296,955.        |
|                                                                |       |       |                                                                     | 10% Contingency                                                                                 | \$129,695.          |
|                                                                |       |       |                                                                     | <b>Total Preliminary Opinion of Probable Construction Cost for Northpark Drive Improvements</b> | <b>\$1,426,650.</b> |



## 2020 PERSONNEL FEE SCHEDULE

| <u>STAFF POSITION</u>                                          | <u>HOURLY RATE</u> |
|----------------------------------------------------------------|--------------------|
| Project Administrator I .....                                  | \$55.00            |
| Project Administrator II .....                                 | \$60.00            |
| Project Administrator III .....                                | \$65.00            |
| Project Administrator IV .....                                 | \$70.00            |
| Project Administrator V .....                                  | \$80.00            |
| Project Administrator VI .....                                 | \$85.00            |
| Project Administrator VII.....                                 | \$90.00            |
| Project Administrator VIII.....                                | \$95.00            |
| Project Technician I.....                                      | \$46.00            |
| Project Technician II.....                                     | \$48.00            |
| Project Technician III.....                                    | \$50.00            |
| Project Technician IV.....                                     | \$55.00            |
| Project Technician V.....                                      | \$60.00            |
| Project Technician VI.....                                     | \$65.00            |
| Senior Project Technician I.....                               | \$70.00            |
| Senior Project Technician II.....                              | \$75.00            |
| Senior Project Technician III.....                             | \$80.00            |
| Senior Project Technician IV.....                              | \$90.00            |
| Senior Project Technician V.....                               | \$100.00           |
| Senior Project Technician VI.....                              | \$105.00           |
| Senior Project Technician VII.....                             | \$110.00           |
| NACE Level I Technician.....                                   | \$95.00            |
| NACE Level II Technician.....                                  | \$105.00           |
| NACE Level III Technician.....                                 | \$150.00           |
| NDT Steel/ASNT Level I Technician.....                         | \$90.00            |
| NDT Steel/ASNT Level II Technician.....                        | \$95.00            |
| NDT Steel/ASNT Level III Technician.....                       | \$150.00           |
| NDT Steel/AWS Certified Welding Inspector.....                 | \$90.00            |
| NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....  | \$95.00            |
| NDT Steel/AWS Certified Welding & ASNT Level II Inspector..... | \$105.00           |
| Metals QA/QC Manager I.....                                    | \$145.00           |
| Metals QA/QC Manager II.....                                   | \$150.00           |
| Metals QA/QC Manager III.....                                  | \$155.00           |
| Professional Land Surveyor I.....                              | \$120.00           |
| Professional Land Surveyor II.....                             | \$145.00           |
| Professional Land Surveyor III.....                            | \$170.00           |
| Professional Land Surveyor IV.....                             | \$195.00           |
| Project Professional I.....                                    | \$110.00           |
| Project Professional II.....                                   | \$120.00           |
| Project Professional III.....                                  | \$130.00           |
| Project Professional IV.....                                   | \$140.00           |
| Project Professional V.....                                    | \$150.00           |
| Project Professional VI.....                                   | \$160.00           |
| Project Professional VII.....                                  | \$170.00           |
| Senior Project Professional I.....                             | \$175.00           |
| Senior Project Professional II.....                            | \$185.00           |

|                                            |              |
|--------------------------------------------|--------------|
| Senior Project Professional III.....       | \$195.00     |
| Senior Project Professional IV.....        | \$205.00     |
| Senior Project Professional V.....         | \$215.00     |
| Senior Project Professional VI.....        | \$225.00     |
| Senior Project Professional VII.....       | \$235.00     |
| Project Manager I.....                     | \$115.00     |
| Project Manager II.....                    | \$125.00     |
| Project Manager III.....                   | \$135.00     |
| Project Manager IV.....                    | \$145.00     |
| Project Manager V.....                     | \$155.00     |
| Project Manager VI.....                    | \$165.00     |
| Project Manager VII.....                   | \$175.00     |
| Senior Project Manager I.....              | \$180.00     |
| Senior Project Manager II.....             | \$190.00     |
| Senior Project Manager III.....            | \$200.00     |
| Senior Project Manager IV.....             | \$210.00     |
| Senior Project Manager V.....              | \$220.00     |
| Senior Project Manager VI.....             | \$230.00     |
| Senior Project Manager VII.....            | \$240.00     |
| Senior Technical Professional I .....      | \$195.00     |
| Senior Technical Professional II .....     | \$205.00     |
| Senior Technical Professional III .....    | \$215.00     |
| Senior Technical Professional IV .....     | \$225.00     |
| Senior Technical Professional V .....      | \$235.00     |
| Senior Technical Professional VI .....     | \$245.00     |
| Principal I.....                           | \$250.00     |
| Principal II.....                          | \$260.00     |
| Principal III.....                         | \$270.00     |
| Principal IV.....                          | \$280.00     |
| Academia Consultant.....                   | Cost + 20%   |
| Specialty Consultant .....                 | Cost + 20%   |
| Printing Costs:.....                       |              |
| Copier Prints (Black and White/Color)..... | \$0.15/Sheet |
| Plotter Prints (Black and White).....      | \$0.50/Sq Ft |
| Plotter Prints (Color).....                | \$1.00/Sq Ft |
| Mylar Prints.....                          | \$3.00/Sq Ft |

**NOTES:**

1. Hourly personnel rates for holidays, weekends, or work over 40 hours per day shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years will be billed at 1.08 times the above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in the above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20 percent.
4. A two hour minimum charge will be applied to all technician level staff positions performing services for all disciplines.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

## CLIENT PROJECT SERVICES AGREEMENT

TTL Proposal Number  
Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated \_\_\_\_\_ ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

**1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

**2. Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

**3. Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

**4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

**5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

**6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

**7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

**8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

## CLIENT PROJECT SERVICES AGREEMENT

TTL Proposal Number  
Page 2 of 2

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

**16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

**18. Unforeseen Circumstances.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

**19. Survival.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

**20. Severability.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

### CLIENT

Firm name: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone no.: \_\_\_\_\_

City and state: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax no.: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Cell no.: \_\_\_\_\_

### CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: \_\_\_\_\_

TTL approval by: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_



020042100042100

03/02/20

20-0421-Industrial Concept Layout.dwg

Drawn By: T L R

Date: 03/02/20

File Name: 20-0421-Industrial Concept Layout.dwg

Checked By:

Proj. No.: 000201000421.00

Proj. Name: 20-0421-Industrial Concept Layout.dwg

13.6.b

2890 Rice Mine Road NE | Tuscaloosa, AL 35406  
205.661.3778 | www.tlusa.com

INDUSTRIAL BOULEVARD ROAD IMPROVEMENTS

CITY OF OPELIKA

LEE COUNTY, ALABAMA

PRELIMINARY  
(NOT FOR CONSTRUCTION,  
RECORDING PURPOSES,  
OR IMPLEMENTATION)

CONCEPT LAYOUT

Revision Description

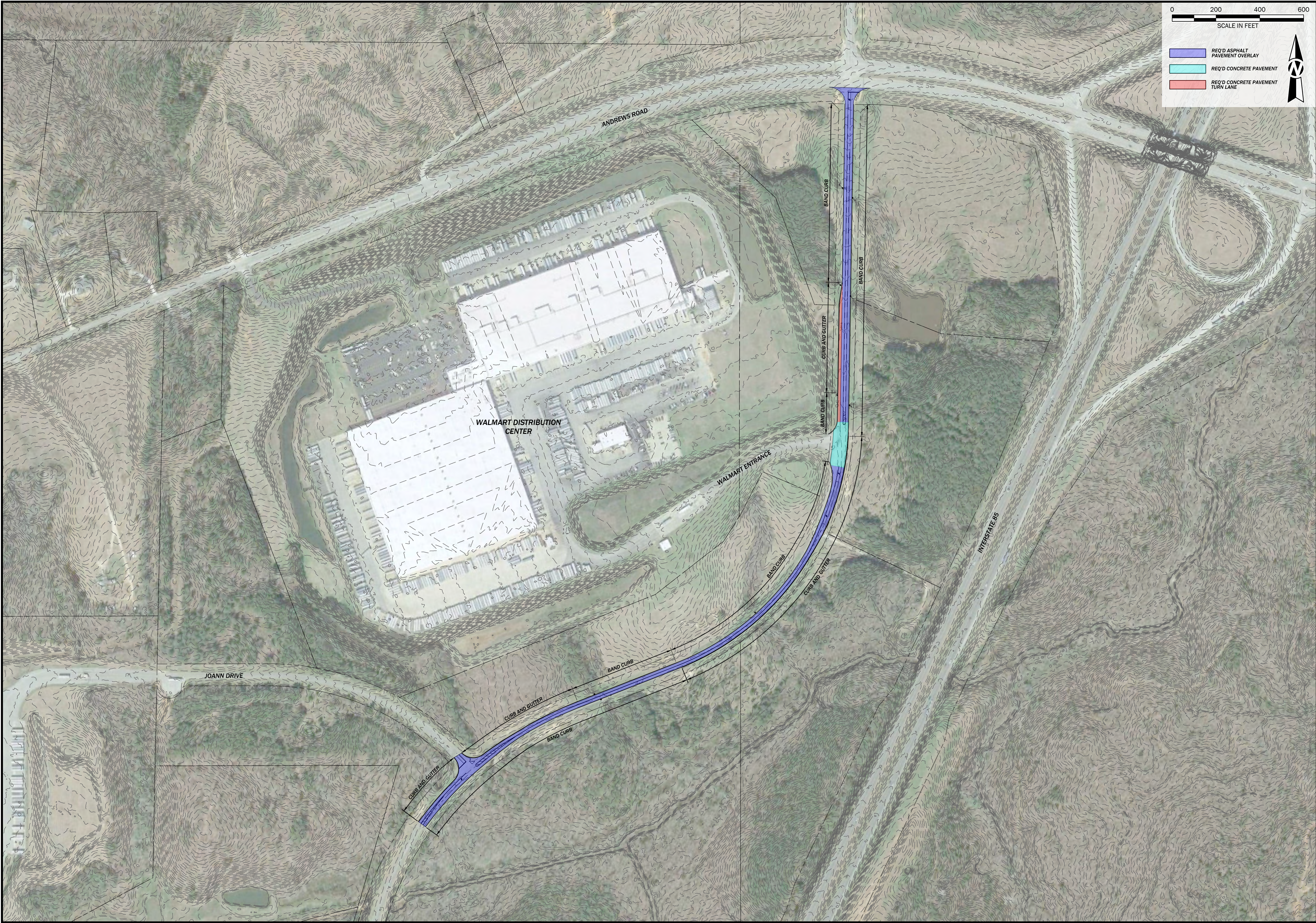
Drawn By: T L R

Date: 03/02/20

File Name: 20-0421-Industrial Concept Layout.dwg

1 OF 1

Packet Pg. 85



0200400600

SCALE IN FEET

0200400600

REQ'D ASPHALT  
PAVEMENT OVERLAY

REQ'D CONCRETE PAVEMENT

REQ'D CONCRETE PAVEMENT  
TURN LANE

TTL

2890 Rice Mine Road NE | Tuscaloosa, AL 35406  
205.661.3778 | [www.ttlusa.com](http://www.ttlusa.com)

NORTH PARK DRIVE ROAD IMPROVEMENTS

CITY OF OPELIKA

LEE COUNTY, ALABAMA

PRELIMINARY  
(NOT FOR CONSTRUCTION,  
RECORDING PURPOSES,  
OR IMPLEMENTATION)

|                                                 |                      |
|-------------------------------------------------|----------------------|
| Sheet Title                                     |                      |
| CONCEPT LAYOUT                                  |                      |
| No.                                             | Revision Description |
|                                                 |                      |
|                                                 |                      |
|                                                 |                      |
| Drawn By: T L R                                 |                      |
| Date: 03/05/20                                  |                      |
| File Name: 20-0421-Northpark Concept Layout.dwg |                      |
| Checked By:                                     |                      |
| Proj. No.: 000201000421.00                      |                      |

## RESOLUTION NO. 067-20

Agreement Approving Settlement and Release between the City of Opelika and Stone Martin Builders.

RESOLUTION NO \_\_\_\_\_

**RESOLUTION APPROVING SETTLEMENT AGREEMENT  
AND RELEASE BETWEEN THE CITY OF OPELIKA, ALABAMA,  
AND STONE MARTIN BUILDERS, LLC.**

**WHEREAS**, on September 16, 1969, Baker Dean, Jr., and Carolyn Roberta Dean (the “Deans”), husband and wife, entered into with the City of Opelika, Alabama, a sanitary sewer easement (the “Sewer Easement”); and

**WHEREAS**, this instrument grants to the City a ten-foot wide sanitary sewer easement across and upon the Deans’ property adjacent to India Road and Rocky Brook Road; and

**WHEREAS**, pursuant to said Sewer Easement, the City installed a sanitary sewer trunk line across the Dean parcel; and

**WHEREAS**, the Sewer Easement provides, in part:

“It is understood and agreed that the Grantors and all successors in title to the lands abutting said easement shall have the right to connect his or their homes located thereon to said sanitary sewer line without the payment of any service charge, except the actual cost of making such connection; it is also understood and agreed that the sanitary sewer lines may be connected to the above-described sanitary sewer line, from any property owned by the Grantors, through which this easement runs, and that no service connection charge shall be made therefor, except the actual cost of making such connections, and provided that the cost of making such connections shall be paid by the Grantors, their heirs and assigns, and that all connections shall be made under the direction and supervision of the City Engineer of the City of Opelika, Alabama.”

**WHEREAS**, Stone Martin has acquired the Dean parcel and is now constructing single-family homes on the site; and

**WHEREAS**, this development is known as Trillium Subdivision; and

**WHEREAS**, Stone Martin takes the position that each home constructed by said company has the right to connect to the sewer line without payment of any charge or fee except the actual cost of connecting the homes to the sewer main. In other words, Stone Martin asserts that it is exempt from paying both the “connection fee (tap fee) and the developmental sewer assessment fee”; and

**WHEREAS**, Stone Martin asserts that the Sewer Easement created a contract between the City, the Deans and all successors in title to the lands abutting upon the Sewer Easement; and

**WHEREAS**, Stone Martin asserts that the clear intention of the Sewer Easement was to grant the Deans and their successors the right to make connections to the Opelika sewer system without payment of any fees other than the actual cost of connecting to the sewer system; and

**WHEREAS**, Stone Martin asserts that the use of the term “service charge” as used in the Sewer Easement consistent with the language in use by the City in its ordinance that was in effect at the time the Sewer Easement was granted; and

**WHEREAS**, the City takes the position that the term “service charge” as used in the Sewer Easement is vague, ambiguous and is open to multiple interpretations; and

**WHEREAS**, the City asserts that the term “service charge” should not be interpreted to mean “developmental sewer assessment fee”; and

**WHEREAS**, Stone Martin and the City wish to settle and compromise all claims and disputes between them relating to the Sewer Easement; and

**WHEREAS**, a Settlement Agreement and Release (the “Agreement”) between the City and Stone Martin has been prepared and presented to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the Settlement Agreement and Release to be entered into between the City and Stone Martin, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council.
2. That the Mayor is hereby authorized and directed to execute said Settlement Agreement and Release on behalf of the City, and the City Clerk is hereby authorized to attest the same.
3. That any officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Settlement Agreement.
4. That this Resolution shall take effect upon its passage and adoption by the City Council.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

**SETTLEMENT AGREEMENT AND RELEASE**

STATE OF ALABAMA  
COUNTY OF LEE

This Agreement and Release, made and entered into on the dates associated with the respective signatures below, by and between STONE MARTIN BUILDERS, LLC, an Alabama limited liability company (hereinafter “Stone Martin”) and THE CITY OF OPELIKA, ALABAMA, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

WHEREAS, on September 16, 1969, Baker Dean, Jr., and Carolyn Roberta Dean (the “Deans”), husband and wife, entered into with the City of Opelika, Alabama, a sanitary sewer easement (the “Sewer Easement”); and

WHEREAS, this instrument grants to the City a ten-foot wide sanitary sewer easement across and upon the Deans’ property adjacent to India Road and Rocky Brook Road; and

WHEREAS, pursuant to said Sewer Easement, the City installed a sanitary sewer trunk line across the Dean parcel; and

WHEREAS, the Sewer Easement provides, in part:

“It is understood and agreed that the Grantors and all successors in title to the lands abutting said easement shall have the right to connect his or their homes located thereon to said sanitary sewer line without the payment of any service charge, except the actual cost of making such connection; it is also understood and agreed that the sanitary sewer lines may be connected to the above-described sanitary sewer line, from any property owned by the Grantors, through which this easement runs, and that no service connection charge shall be made therefor, except the actual cost of making such connections, and provided that the cost of making such connections shall be paid by the Grantors, their heirs and assigns, and that all connections shall be made under the direction and supervision of the City Engineer of the City of Opelika, Alabama.”

WHEREAS, Stone Martin has acquired the Dean parcel and is now constructing single-family homes on the site; and

WHEREAS, this development is known as Trillium Subdivision; and

WHEREAS, Stone Martin takes the position that each home constructed by said company has the right to connect to the sewer line without payment of any charge or fee except the actual cost of connecting the homes to the sewer main. In other words, Stone Martin asserts that it is exempt from paying both the “connection fee (tap fee) and the developmental sewer assessment fee”; and

WHEREAS, Stone Martin asserts that the Sewer Easement created a contract between the City, the Deans and all successors in title to the lands abutting upon the Sewer Easement; and

WHEREAS, Stone Martin asserts that the clear intention of the Sewer Easement was to grant the Deans and their successors the right to make connections to the Opelika sewer system without payment of any fees other than the actual cost of connecting to the sewer system; and

WHEREAS, Stone Martin asserts that the use of the term “service charge” as used in the Sewer Easement consistent with the language in use by the City in its ordinance that was in effect at the time the Sewer Easement was granted; and

WHEREAS, the City takes the position that the term “service charge” as used in the Sewer Easement is vague, ambiguous and is open to multiple interpretations; and

WHEREAS, the City asserts that the term “service charge” should not be interpreted to mean “developmental sewer assessment fee”; and

WHEREAS, Stone Martin and the City wish to settle and compromise all claims and disputes between them relating to the Sewer Easement.

NOW, THEREFORE, in consideration of the mutual recitations, covenants and agreements herein, the following is agreed to by and between Stone Martin and the City:

1. The City agrees to waive the sewer connection (tap-on) fee for each home constructed by Stone Martin on the former Dean property (Trillium Subdivision).
2. The City agrees to reduce the developmental sewer assessment fee to \$900.00 for each home constructed by Stone Martin on the former Dean property (Trillium Subdivision).
3. Stone Martin has previously paid to the City the full amount of the developmental sewer assessment for 25 homes constructed or to be constructed in Trillium Subdivision, resulting in an overpayment of \$8,750. The City agrees to credit the sum of \$8,750 against future building permit fees (which fees include the developmental assessment fee) for future homes constructed by Stone Martin in Trillium Subdivision until the entire amount of said credit is exhausted.
4. In consideration of the agreements of the City as set forth above, Stone Martin, for itself, its members, officers, successors and assigns, hereby releases the City and its officers, employees, agents, attorneys, successors and assigns of and from all claims, actions, causes of action or liability of any kind and description arising out of the Sewer Easement.
5. This Agreement shall be binding on Stone Martin and its successors in title to the affected real estate. Except as provided herein, the Sewer Easement shall continue and remain in full force and effect.
6. This Agreement is to be executed in duplicate and signed copies of the same shall have the full force and effect as the signed original document.
7. This Agreement states the entire agreement relating to the settlement of the matters herein mentioned, and there have been no other promises, agreements or understandings, oral or written, of any nature whatsoever.

In witness whereof, the parties hereto have caused this Settlement Agreement and Release to be executed as of the dates below respectfully associated with the signatures of the parties.

STONE MARTIN BUILDERS, LLC

By: \_\_\_\_\_

Its

Dated: \_\_\_\_\_, 2020

THE CITY OF OPELIKA, ALABAMA

By: \_\_\_\_\_

GARY FULLER

Its: Mayor

Dated: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
RUSSELL A. JONES  
CITY CLERK

STATE OF ALABAMA  
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of STONE MARTIN, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

ORDINANCE NO. (ID # 3958)

Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE CONVEYANCE  
OF 1506 HARPER STREET TO HOMETOWNE PROPERTIES, LLC**

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner's Office.

Section 2. That the City of Opelika, Alabama, having received an offer from Hometowne Properties, LLC, an Alabama limited liability company, to purchase the real estate described in Section 1 above, it is hereby declared that it is in the best interest of the public and the City to sell said premises to Hometowne Properties, LLC, for and in consideration of the sum of \$8,000.

Section 3. That the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 above to Hometowne Properties, LLC, for and in consideration of the sum of \$8,000.

Section 4. That a Real Estate Sales Agreement to be entered into between the City and Hometowne Properties, LLC, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement. The Mayor is hereby authorized and directed to execute said Agreement in the name and on behalf of the City and the City Clerk is authorized to attest the same.

Section 5. That the Mayor, City Clerk and other appropriate officers and employees of the City are hereby authorized to take such further actions and execute and deliver such other agreements, contracts, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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CITY CLERK

TRANSMITTED TO MAYOR this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**REAL ESTATE SALES AGREEMENT**  
**BETWEEN**  
**THE CITY OF OPELIKA, ALABAMA (“SELLER”)**  
**AND**  
**HOMETOWNE PROPERTIES, LLC (“PURCHASER”)**

STATE OF ALABAMA       )  
                                       :  
 COUNTY OF LEE            )

**REAL ESTATE SALES AGREEMENT**

THIS AGREEMENT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7<sup>th</sup> Street, Opelika, Alabama (hereinafter referred to as “**SELLER**”) and **HOMETOWNE PROPERTIES, LLC**, an Alabama limited liability company, having address at 504 Hillflo Avenue, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

**WITNESSETH:**

In consideration of the mutual covenants contained herein, **SELLER** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLER** hereby agrees to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLER**, subject to the conditions hereinafter set forth, the following described real property located at 1506 Harper Street in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner’s Office.

Deed Reference: Deed Book 915 at Page 259

2. **PURCHASE PRICE.** The purchase price for the **PROPERTY** shall be \$8,000.00, payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the “Closing” will

be held at 204 South 7<sup>th</sup> Street, Opelika, Alabama, or at such other place as is mutually agreeable to the **SELLER** and the **PURCHASER** on a date to be designated by the **PURCHASER** within sixty (60) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLER** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the **PROPERTY**, subject to the following easements, restrictions, reservations, covenants, conditions, encumbrances and exceptions:

1. The restrictions contained in a Declaration of Restriction recorded in the Office of the Judge of Probate of Lee County, Alabama in Book 822 at Page 137.
2. The General Covenants set forth in that certain warranty deed dated August 28, 1973 from The Housing Authority of the City of Opelika to the City of Opelika of record in Deed Book 915 at Page 259 in the Office of the Judge of Probate of Lee County, Alabama.
3. The drainage, sanitary sewer and utilities easements as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the Office of the Judge of Probate of Lee County, Alabama.
4. The building setback line as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the office of the Judge of Probate of Lee County, Alabama.
5. Potential encroachment of neighbor's carport, driveway and shrubbery over common property line separating lots 43 and 44 of Toomer Street Project, First Addition Subdivision.
6. Any encroachments, overlaps, or obstructions which might be shown by an accurate, present survey or would be visible upon actual inspection of the property.
7. All rights-of-way for public roads and utilities physically in existence across or over said property or easements therefor which may be of record.
8. Subdivision regulations and zoning ordinances of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by Purchaser to Seller, Seller shall have a reasonable time to correct the defects; but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

At closing, Purchaser shall deliver to Seller a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to Purchaser in the manner described in this Contract shall be paid by the Seller. All other costs and expenses of closing shall borne by the Purchaser.

4. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

5. **SALE OF PROPERTY "AS-IS".** Purchaser has heretofore inspected the Property and is acquainted with the condition of the Property. Purchaser agrees to take the Property "AS-IS", in its present condition. Until closing, Seller agrees to maintain the Property in its present condition, reasonable wear and tear excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

6. **DISCLAIMER.** Purchaser acknowledges and agrees that Seller does not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Property, including, without limitation, the soil, geography capacity for development, access or environmental conditions that may exist or have previously existed on the Property. Purchaser acknowledges and agrees that to

the maximum extent permitted by law, the sale of the Property as provided for herein is made on an “AS-IS” condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

7. **SURVEY.** Seller has no obligation to provide Purchaser with a survey of the Property. Purchaser may elect to purchase same at its own expense, which shall in no event delay the Closing.

8. **TITLE OPINION; TITLE POLICY.** Seller has no obligation to provide Purchaser with a title opinion, title commitment or an owner’s policy of insurance covering the property. Purchaser may elect to purchase same at its own expense from an attorney or title company of its own choosing, which shall in no event delay the Closing.

9. **DEFAULT.** In the event of a default by Seller or Purchaser, the non-defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

10. **LEGAL FEES:** Each party agrees to pay its own legal fees for closing this transaction.

11. **SURVIVAL OF TERMS:** The Seller’s and the Purchaser’s covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

12. **BINDING EFFECT:** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the Seller

and the Purchaser relating to the subject matter which is not expressly set forth herein and covered hereby.

14. **TIME OF ESSENCE:** Time is of the essence of this Contract.

15. **GENDER.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

THE CITY OF OPELIKA, ALABAMA  
A MUNICIPAL CORPORATION  
SELLER

By: \_\_\_\_\_  
GARY FULLER,  
ITS MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

HOMETOWNE PROPERTIES, LLC,  
AN ALABAMA LIMITED LIABILITY COMPANY  
PURCHASER

By: \_\_\_\_\_  
RICHARD S. LaGRAND, JR.,  
ITS OWNER

## ORDINANCE NO. 008-20-ORD

Concerning the Coronavirus (COVID-19) Public Health Emergency - 1st Reading.

ORDINANCE NO. \_\_\_\_\_

**AN EMERGENCY ORDINANCE CONCERNING THE  
CORONAVIRUS (COVID-19) PUBLIC HEALTH EMERGENCY**

**WHEREAS**, President Donald Trump has declared a state of emergency based on the impact of Coronavirus (COVID-19) becoming a pandemic event; and

**WHEREAS**, on March 13, 2020, Kay Ivey, Governor of the State of Alabama, declared a statewide state of emergency in response to Coronavirus (COVID-19); and

**WHEREAS**, the World Health Organization has declared the Coronavirus (COVID-19) to be a worldwide pandemic; and

**WHEREAS**, the Coronavirus (COVID-19) has been confirmed to exist in Lee County, Alabama; and

**WHEREAS**, the City Council (the “Council”) of the City of Opelika (the “City”) confirms that protecting the public health is the Council’s top priority; and

**WHEREAS**, the Council is empowered under Alabama law to do all acts and make all regulations which may be necessary or expedient for the promotion of the safety, health and welfare of the community; and

**WHEREAS**, the Council, on advice of Emergency Management Personnel, determines to take action in this emergency circumstance on a continuing basis to address the COVID-19 impacts on our City and community and to further declare a state of emergency in Opelika, Alabama; and

**WHEREAS**, it is vital that City emergency management personnel and other departments are authorized to expend City Funds for additional personnel, supplies and equipment as needed, so action can be taken as needed without delay to protect the lives and safety of our residents and visitors to our City; and

**WHEREAS**, COVID-19 poses a serious public health risk to our City stemming from it being a novel respiratory disease, impacting our City services, impacting utility department services, impacting our schools, impacting our businesses and impacting our manufacturing and industrial sector; and

**WHEREAS**, the extent and level of impact from COVID-19 cannot be determined at the present time, and City departments need the authority and funding to react promptly and without delay at this critical time; and

**WHEREAS**, the Council further finds and determines that the adoption of this Ordinance is proper under applicable law.

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

Section 1.     Title.   This Ordinance shall be known and may be cited as the “City of Opelika Emergency Coronavirus (COVID-19) Ordinance”.

Section 2.     Intent.   It is the intent of this Ordinance to provide the necessary organization, powers and authority to enable the timely and effective use of all available City resources to prepare for, respond to and recover from the declared local public health emergency. This Ordinance is intended to grant as broad a power as permitted under applicable Alabama law and the Mayor-Council form of government, and this Ordinance shall be interpreted with such intent.

Section 3.     Public Health Emergency Declared. The Council hereby declares that a public health emergency relating to the Coronavirus (COVID-19) exists within the City. Such circumstance is referred to in this Ordinance as the “public health emergency”. The public shall be notified of this declaration through general dissemination to the news media, posting on the City’s website and other means of publicity intended to advise the general public.

Section 4. Duration of Declaration of Public Health Emergency. The declaration of public health emergency as provided in Section 3 of this Ordinance shall remain in effect until the Mayor declares the emergency has passed.

Section 5. Powers. Until the Mayor declares that the public health emergency has passed, the Mayor has full power and authority to take the following actions and issue the following orders:

- a. any action necessary for the protection of life and property, including, but not limited to, establishing regulations governing conduct related to the cause of the public health emergency.
- b. an order establishing curfew during such hours of the days or nights and affecting such categories of persons as may be designated.
- c. an order controlling, restricting, allocating or regulating the use, sale, production or distribution of food, water, clothing and other commodities, goods, services and resources.
- d. an order requiring the closing of businesses deemed non-essential by the Mayor.
- e. transfer the direction, personnel or functions of the City departments or agencies for the purpose of performing or facilitating public health emergency services.
- f. utilize all available resources of the City as may be reasonably necessary to cope with this public health emergency whether in preparation for, response to or recovery from this public health emergency.
- g. accept services, gifts, grants and loans, equipment, supplies and materials, whether from private, non-profit or governmental sources.

- h. make application for local, state or federal assistance.
- i. terminate or suspend any process, operation, machine, device or event that is or may negatively impact the health, safety and welfare of persons or property within the City.
- j. delegate authority to such City officials or employees as the Mayor determines necessary or expedient.
- k. limit the use of any City-owned building, facility or property as to time, manner and permitted activities, including, but not limited to, limiting the permissible number of people that may lawfully occupy such building or property at any one time.
- l. close and prohibit the use of any City-owned building, facility or property.
- m. order the quarantine of and restrict the movement of individuals that have been infected with or exposed to COVID-19.
- n. suspend or modify the provisions of any ordinance if strict compliance with such ordinance would in any way prevent, hinder or delay necessary action in coping with this public health emergency.
- o. close City streets and restrict parking on City streets or on City-owned property.
- p. coordinate with the Lee County Emergency Management Agency and other appropriate federal, state and local agencies.
- q. with the guidance of the Purchasing/Revenue Manager, Human Resources Director and the Controller, expend City funds and use additional

personnel hours necessary to respond to the impacts of COVID-19 (some known and unknown) in the City and community.

- r. record the additional expenses incurred in the past and future as the result of the COVID-19 impacts and seek reimbursement to the extent authorized by federal and state laws.

Section 6. Enforcement Orders.

- a. The members of the City's Police Department, code enforcement, and such other law enforcement and peace officers as may be authorized by the Mayor are hereby authorized and directed to enforce the orders, rules and regulations made or issued pursuant to this ordinance. All members of the public shall be deemed to have been given notice of all orders, rules and regulations made or issued pursuant to this ordinance upon their dissemination to the news media or publication on the City's website or such other means of publicity.
- b. Until the Mayor declares that the public health emergency has passed, no person shall:
  - (1) enter or remain upon the premises of any establishment not open for business to the general public, unless such person is the owner or authorized agent of the establishment.
  - (2) violate the provisions of this ordinance.
  - (3) violate any orders duly issued by the Mayor or his designee pursuant to Section 5 of this ordinance.
  - (4) willfully obstruct, hinder or delay any duly authorized City officer, employee or volunteer in the enforcement or the exercise of the provisions of this ordinance, or the undertaking of any activity pursuant to this ordinance.

- c. It shall be unlawful and a misdemeanor offense for any person to violate any provision of this Section 6. Any person convicted of any violation of this Section shall be subject to the penalties set forth in Section 1-8 of the City Code.

Section 7. Authority to Enter Property. During the period of the public health emergency, a City employee or authorized agent may enter onto or upon private property if the employee or authorized agent has reasonable grounds to believe that there is a true emergency and immediate need of assistance for the protection of life or property and that entering onto the private property will allow the person to take such steps to alleviate or minimize the emergency or disaster or to prevent or minimize danger to the lives or property from the declared public health emergency.

Section 8. City Council Meetings and Meetings of Other Boards and Commissions.

- a. For the duration of the public health emergency, if a Council member reasonably determines that his or her personal attendance at a Council meeting would not be prudent, such Council member may listen by telephone or other electronic means to any Council meeting. Such Council member listening by telephone or other electronic means may not participate or vote in any legislative matters. The Council may discontinue the use of electronic participation by one or more members during the meeting where participation results in delays or interference in the meeting process. Notwithstanding the above provisions, if state law changes, temporarily or permanently, to allow remote participation and voting by Council members via electronic means, then Council members not physically present at meetings shall be allowed to remotely participate in meetings and vote by use of electronic means in accordance with and to the extent authorized by state law in effect at the time of the meeting.
- b. Members of the public who have been diagnosed with COVID-19, who have family members who have been so diagnosed, who are showing symptoms of COVID-19, or who meet other reasonable criteria are prohibited from attending public meetings of the Council or public meetings of other City boards of commissions.

- c. The Mayor may impose reasonable rules such as seating arrangements and other meeting room logistics at all public meetings.
- d. For the duration of the public health emergency, the Mayor and Council shall postpone special recognitions of athletic teams, awards and other non-business items that bring larger numbers of citizens to Council meetings or other public meetings.
- e. The President of the Council is authorized to postpone public hearings previously scheduled for Council meetings and to shorten Council meetings by restricting business to only essential matters.

Section 9. Conflict With Other Laws. If any provision of this ordinance conflicts with federal or state laws, statutes, rules or regulations, such federal and state laws, rules or regulations shall control. If any provision of this ordinance conflicts with any other provision of the City Code, this ordinance shall control.

Section 10. Police Power Finding. The Council hereby finds, determines and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity and to improve the order, comfort and convenience of the City of Opelika and the inhabitants thereof.

Section 11. Emergency Declaration. The Council hereby finds, determines and declares that an emergency exists and that this Ordinance is necessary for the immediate preservation of public property, health, peace or safety for the reasons enumerated in the introductory paragraphs of this Ordinance which are incorporated in this Section 11 by reference. The Council hereby determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the City of Opelika.

Section 12. Effective Date. This ordinance shall become effective and enforced immediately upon its adoption and publication as required by law.

Section 13. 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 \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
 CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK