



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
300 Martin Luther King Blvd.
October 20, 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. Henry Smith from Trinity Presbyterian Church.
4. PLEDGE OF ALLEGIANCE
 1. Scouts from Pack and Troop 858.
5. READING OF MINUTES
 1. Minutes from the Regular Council Meeting on 10-06-20.
 2. Minutes from the Called Council Meeting on 10-13-20.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. September 2020 Monthly Building Report.
 2. Proclamation for Patricia A. Jones 25 years of service on City Council.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request by Main Street for Downtown Football Viewing Events.
 2. Request by Main Street for Downtown Opelika Drive Thru Trick-or-Treat Event on 10-29-20.
 3. Request Alcohol License - Gas Express LLC DBA Circle K, Retail Beer and Wine Off Premise.
 4. Request Alcohol License - Rock N Roll Pinball LLC Dba Rock N Roll Pinball, Retail Beer and Wine on Premise and Off Premise.
 5. Public Hearing - Amend Zoning Ord & Map: Rezone 4 Acres, 1201 South Fox Run Pkwy.
 6. Public Hearing - Weed Abatement Assessment - Williamson Ave.
 7. Public Hearing - Weed Abatement Assessment - 411 S 4th St.
 8. Public Hearing - Weed Abatement Assessment - 504 S 4th St.

9. Public Hearing - Weed Abatement Assessment - 1733 1st Ave.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Designate City Personal Property Surplus & Authorize Disposal.
 2. Purchase - GameTime Playground - Omnia Partners Contract #2017001134 - P&R.
 3. Purchase - (28) Samsara GPS and Vehicle Camera Systems - Natl IPA Contr #2018011-01-OES.
 4. Purchase - Motorola APX6000 Radios - Sole Source - PD.
 5. Purchase - (1) 2020 Caterpillar 420 - Sourcewell Contr #032119-CAT - PW.
 6. Purchase - Meraki Cameras & Equipment - Natl IPA Contr #2018011-01 - IT.
 7. Purchase - Scott Safety Air Pack Upgrades - Sole Source - FD.
 8. Approve Consulting Agreement with Human Resources Management, Inc.
 9. Approve Agreement with Mark Foster Company for Promotional Testing And Assessment Services for the OFD.
 10. Approve 1st Ave Street Scape Change Order 1.
 11. Approve Contract with Sain Associates, Inc. for Retiming Existing Traffic Signals in Opelika.
 12. Authorize Agreement with GovtPortal for Municipal Court to Charge Credit Card Payment Processing Fees.
 13. Weed Abatement Assessment - Williamson Ave.
 14. Weed Abatement Assessment - 411 S 4th St.
 15. Weed Abatement Assessment - 504 S 4th St.
 16. Weed Abatement Assessment - 1733 1st Ave.
 17. Annual Appropriation Contract FY2021 with American Red Cross.
 18. Annual Appropriation Contract FY2021 with Art Haus.
 19. Annual Appropriation Contract FY2021 with Christian Care Ministries.
 20. Annual Appropriation Contract FY2021 with Domestic Violence Intervention Center.
 21. Annual Appropriation Contract FY2021 with East Alabama Services for the Elderly.
 22. Annual Appropriation Contract FY2021 with Employer's Child Care Alliance.
 23. Annual Appropriation Contract FY2021 with Envision Opelika Foundation, Inc.
 24. Annual Appropriation Contract FY2021 with J.W. Darden Foundation, Inc.
 25. Annual Appropriation Contract FY2021 with Keep Opelika Beautiful, Inc.
 26. Annual Appropriation Contract FY2021 with Lee County Youth Development Center, Inc.
 27. Annual Appropriation Contract FY2021 with Museum of East Alabama.
 28. Annual Appropriation Contract FY2021 with One Voice Shelter Coalition.
 29. Annual Appropriation Contract FY2021 with Opelika Downtown Redevelopment Authority.
 30. Annual Appropriation Contract FY2021 with Opelika Main Street, Inc.
 31. Annual Appropriation Contract FY2021 with Storybook Farm.
 32. Annual Appropriation Contract FY2021 with The ARC of the Chattahoochee Valley, Inc.
 33. Special Appropriation to Arts Association of East Alabama from Ward 5 Reserve Fund.
 34. Special Appropriation to Envision Opelika from Ward 5 Reserve Fund.
 35. Special Appropriation to Envision Opelika's First Class Pre-K from Ward 5 Reserve Fund.
 36. Special Appropriation to Museum of East Alabama from Ward 5 Reserve Fund.
 37. Special Appropriation to Opelika Main Street from Ward 5 Reserve Fund.
 38. Proposal for Andrews Road Bridge Replacement Design.
 39. Proposal for Thomason Extension Phase I Engineering Services.

40. Proposal for Veterans Pkwy Extension Phase I Design.
 41. Approve Settlement Agreement with Weyerhaeuser Co.
 42. Approve Temporary Closure of Willow Run on 10-24-2020.
 43. Annual Appropriation Contract FY2021 with Arts Association of East Alabama.
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14. ORDINANCES
 1. Amend Zoning Ord & Map: Rezone 4 Acres, 1201 South Fox Run Pkwy - 1st Reading.
 2. Amend Section 2-161(A) of the Code of Ordinances - 1st Reading.
-
15. APPOINTMENTS
-
16. ADJOURN
 1. Character Trait of the Month - Kindness, the quality of being friendly, generous, and considerate.

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 4345)

Meeting: 10/20/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4345

Minutes from the Regular Council Meeting on 10-06-20.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
October 6, 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

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

3. Invocation

Mr. Haefner provided the invocation.

1. Kevin Haefner from Church of the Highlands.

4. Pledge of Allegiance

Aliyah Benford and Olyvia Winslett led the Pledge of Allegiance.

1. Aliyah Benford and Olyvia Winslett from Girl Scout Troop 7238.

5. Reading of Minutes

1. Minutes from the 09-15-20 council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

1. Reappoint Mary Bryant to the Opelika Housing Authority. New term ends 10-18-2025. Mayor Fuller informed the council he would be re-appointing Mary Bryant as the resident member of the Opelika Housing Authority. Mayor Fuller then mentioned the launching of the "Opelika Together" campaign and the hiring of Allison Duke as the Community Relations Specialist for the Opelika Police Department earlier that morning. Mayor Fuller also mentioned the first round of town hall meetings had finished and the diversity and inclusion listening sessions would begin this month and invited all citizens to please share with their friends and neighbors and also attend the sessions in the Municipal Courtroom building on the specific dates for each ward. Mayor Fuller then let the citizens know the City of Opelika did not and cannot cancel Halloween or Trick-or-Treating but the city would not be hosting an organized date and time for such. Mayor Fuller stated neighborhoods may participate in Trick-or-Treating at their own risk and asked if citizens wanted to Trick-or-Treat with their children they may do so, but to please respect the porch light rule of only knocking on doors of houses that have their lights on welcoming Trick-or-Treater's as there would surely be some houses that would not want to participate and not have their porch lights lit.

2. Attagirl Award for Gwin Ligon.

Mayor Fuller asked Gwin Ligon and Assistant Controller Jon Hayes to come to the front and join him for a presentation to Ms. Ligon. Mayor Fuller then presented Ms. Ligon a Sustained Superior Performance Award submitted by Controller Cindy Boyd. Mr. Hayes also spoke to the great job Ms. Ligon has done since joining the city's Accounting Department and thanked her for her hard work.

3. Proclamation for Mona Burke Day.

Mayor Fuller then asked Mona Burke to join him up front and read a proclamation declaring October 6, 2020 Mona Burke Day in honor of her being a finalist for the nation's most fit senior.

4. Proclamation for Domestic Violence Awareness Month.

Mayor Fuller then asked Zenene Humphrey and Connye Brooks-Smith to join him up front and read a proclamation declaring October 2020 as Domestic Violence Awareness Month.

8. Citizen Communications

None.

9. Report of Disbursements

10. Committee Reports

11. General Business

President Smith asked Mr. Jones to present the general business.

1. Request Alcohol License - Chickchick Porkpork Grill LLC DBA Chickchick Porkpork Grill Mookchi Bar, Restaurant Retail Liquor and Retail Beer On Premise.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Request Alcohol License - Twice Baked LLC DBA Twice Baked Restaurant Retail Liquor and Retail Beer On-Premise.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Request Alcohol License - Z and Z Cigar Company LLC, Lounge Retail Liquor Class I and Retail Beer On-Premise.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

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

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

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

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing - Weed Abatement Assessment - 105 Vaughan Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing - Weed Abatement Assessment - 209 N. 16th St.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing - Weed Abatement Assessment - 915 York Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

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

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing - Weed Abatement Assessment - 810 Williamson Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 197-20 Protective Clothing - FD.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 198-20 Resolution Opposing the Proposed Granite Quarry in the Beulah Community.

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

2. Resolution 199-20 Designate City Personal Property Surplus & Authorize Disposal.

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

3. Resolution 200-20 Expense Reports from Various Departments.

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

4. Resolution 201-20 Proposal from IHeart Media for Radio Advertising Services - OPS.

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 202-20 Emergency Repairs - Aeration Mixer - PW.

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

6. Resolution 203-20 Emergency Repairs - I-85 Exits 60 & 62 - OPS.
 Mr. Smith T asked if the city would get any kind of reimbursement from the insurance of those responsible for the damage or if we have any insurance on the poles themselves. Mr. Gunter stated the city does pursue claims against the motorist(s) that have damaged the light poles and would collect from their insurance if possible. Mr. Gunter then stated he did not know the answer to if the light poles were insured or not.

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

7. Resolution 204-20 Purchase - Google Software - IT.

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

8. Resolution 205-20 Purchase - Microsoft Software - IT.

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

9. Resolution 206-20 Purchase - (624) Toter 96 Gal. EVR II Carts - Sourcewell Contract #0412147-WQI - OES.

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

10. Resolution 207-20 Purchase - (1) 2021 Peterbilt 520 Daycab W/ McNeilus 2849 Side Loader Body - OES.

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

11. Resolution 208-20 Purchase - (1) 2021 Peterbilt 520 W/ Heil Command SST 28CY - OES.

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

12. Resolution 209-20 Authorize Retirement and Disposition of Police Service Dog.
 Mr. Smith T asked how long the normal term of service for the dog would be. Mr. Gunter stated the dog is about 9 years old and has been in service a long time.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 210-20 Weed Abatement Assessment - 1109 Magnolia St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 211-20 Weed Abatement Assessment - 514 Old Columbus Rd.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 212-20 Weed Abatement Assessment - 105 Vaughan Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 213-20 Weed Abatement Assessment - 209 N. 16th St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 214-20 Weed Abatement Assessment - 915 York Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 215-20 Weed Abatement Assessment - 308 Brannon Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 216-20 Weed Abatement Assessment - 810 Williamson Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 217-20 Annual Appropriation Contract FY2021 with Alabama Cooperative Extension.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 218-20 Annual Appropriation Contract FY2021 with OIDA.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 219-20 Special Appropriation to East Alabama Community Ballet.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 220-20 Special Appropriation to Main Street to Sponsor the Downtown Drive-Thru Trick or Treat Event.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 221-20 Special Appropriation to P&R Sportsplex for Annual Health Fair.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
25. Resolution 222-20 Special Appropriation to the Arts Association of East Alabama from Ward 1 Reserve Fund.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
26. Resolution 223-20 Special Appropriation to Carver Primary School from Ward 1 Reserve Fund.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
27. Resolution 224-20 Special Appropriation to Circles of Opelika from Ward 1 Reserve Fund.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
28. Resolution 225-20 Special Appropriation to Envision Opelika from Ward 1 Reserve Fund.

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

29. Resolution 226-20 Special Appropriation to Opelika Learning Center from Ward 1 Reserve Fund.

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

30. Resolution 227-20 Special Appropriation to Covington Recreation Center from Ward 1 Reserve Fund.

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

31. Resolution 228-20 Special Appropriation to Knee High Foundation from Ward 2 Reserve Fund.

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

32. Resolution 229-20 Special Appropriation to One Voice Shelter Coalition from Ward 2 Reserve Fund.

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

33. Resolution 230-20 Special Appropriation to Envision Opelika from Ward 2 Reserve Fund.

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

34. Resolution 231-20 Special Appropriation to Opelika City Schools General Fund from Ward 3 Reserve Fund.

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

35. Resolution 232-20 Special Appropriation to Envision Opelika from Ward 3 Reserve Fund.

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

36. Resolution 233-20 Transfer Current Year City Council Discretionary Fund Balances.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance 024-20-ORD Amend Zoning Ordinance Section 2.2, 7.3 C; Add Section 8.28, 8.28.2 - 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

President Smith presented the appointments.

1. Reappoint Linda Summers to the Library Board. New term ends 10-19-2024.

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

16. Adjourn

The City Council meeting minutes of October 6, 2020 are hereby adopted and approved this the ____ day of _____, 2020.

 President of City Council
 City of Opelika, Alabama

ATTEST:

 Russell A. Jones

City Clerk - Treasurer

1. Character Trait of the Month - Kindness, the quality of being friendly, generous, and considerate.

President Smith read the character trait of the month and asked if there was any other business that needed to come before the council.

2. Motion to Adjourn.

The council meeting ended at 7:45 pm.

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

Attachment: CM minutes from 10-6-20 (4345 : Minutes from the Regular Council Meeting on 10-06-20.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 4379)

Meeting: 10/20/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4379

Minutes from the Called Council Meeting on 10-13-20.



OPELIKA CITY COUNCIL
“ CALLED MEETING MINUTES “
300 Martin Luther King Blvd.
October 13, 2020
TIME: 12:00 PM

1. Call to Order

President Smith called this special called council meeting to order at 12:00 pm (Noon) asking Mr. Jones to call the roll.

2. Roll Call

Mr. Jones called the roll and Ms. Jones, Mr. Smith T, Mr. Canon, and Mr. Smith were present. Ms. Pitts was absent.

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

3. Invocation

4. Pledge of Allegiance

5. Reading of Minutes

6. Unfinished Business

7. Remarks By the Mayor

8. Citizen Communications

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

13. Resolutions

President Smith asked for Mr. Jones to come up and verify the provisional ballots that would either be counted or not be counted. President Smith then read the vote tally for each candidate before the provisional ballot tally would or would not be added. Mr. Jones stated the Board of Registrar's office returned all six provisional ballots as to not be counted. Mr. Jones asked President Smith to verify each ballot returned by the Board of Registrar's office as to not be counted. President Smith then verified each to not be counted and then asked for Mr. Gunter to present the resolution to canvass the votes as is.

1. Resolution 234-20 Canvassing 10/6 Run-Off Election Results.

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

14. Ordinances

15. Appointments

16. Adjourn

The City Council meeting minutes of October 13, 2020 are hereby adopted and approved this the ____ day of _____, 2020.

President of City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk - Treasurer

1. Motion to Adjourn.

The special called council meeting ended at 12:03 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Tiffany Gibson-Pitts



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/20/20 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 4334)

DOC ID: 4334

September 2020 Monthly Building Report.



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

Monthly Permits For September, 2020

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	1
Buildings Demolished	0	0
Building Repairs	3	27
Plumbing Upgrades	0	4
Electrical Upgrades	2	5
Mechanical Upgrades	2	1
Reroofs And Roof Repairs	1	13
Mobile Home Services	0	3
Building Additions/Accessory Structures	0	9

Monthly Totals For September 2010-2019

2011	\$2,746,405.00
2012	\$51,311,016.00
2013	\$3,666,190.00
2014	\$5,525,186.00
2015	\$5,632,291.00
2016	\$4,650,764.00
2017	\$6,360,684.00
2018	\$2,986,513.00
2019	\$7,158,721.40
2020	\$ 23,558,025.99

Total Permits Issued:

4	New Buildings: Commercial	\$12,600,486.00
3	Commercial Renovations And Repairs	\$17,938.40
2	Signs	\$43,899.00
41	New Single Family Homes	\$10,188,634.00
30	Residential Repairs And Renovations	\$707,068.59
	New Apartment Units	
	New Duplex Residences	
	Total Building Permits Issued	

80

Total Permits Issued For September, 2020

\$23,558,025.99

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
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

Fiscal Year To Date Report - 2020

Building Repairs	Commercial	Residential
Buildings Condemned	0	2
Buildings Demolished	1	3
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	
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
2019	\$111,553,698.66

Total Permits Issued:

15	New Buildings: Commercial	\$36,841,594.20
54	Commercial Renovations And Repairs	\$24,757,220.40
27	Signs	\$188,117.41
384	New Single Family Homes	\$97,059,045.89
177	Residential Repairs And Renovations	\$4,909,555.79
61	New Apartment Units	\$7,698,269.00
0	New Duplex Residences	\$0.00
66	Total Building Permits Issued	\$10,149,659.70

784

Permit Total Issued for FY 2020

\$171,453,802.69


 JEFF KAPPELMAN
 Chief Building Inspector



City of Opelika Building Inspections Department September 2020 Monthly Building Permit Detail Report

Issue Date	Main Address	Work Class	Company	Valuation
9/1/2020	509 TOWNE LAKE PKWY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 301,740.00
9/1/2020	2022 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 286,011.00
9/1/2020	742 BUSH CREEK DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 244,036.00
9/1/2020	1402 BITTERNE CT	Alteration	NEWBATH ALABAMA	\$ 9,967.00
9/1/2020	807 LILY CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 280,233.00
9/1/2020	624 HIGH DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 228,846.00
9/1/2020	812 LILY CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 307,909.00
9/2/2020	1000 JETER AVE	Roofs	ENCORE ROOFING INC	\$ 98,000.00
9/2/2020	1970 BOXWOOD WAY	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 268,274.00
9/2/2020	3051 FREDERICK RD 11	Alteration	RAMPY DESIGN BUILD LLC	\$ 5,000.00
9/2/2020	1831 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 269,009.00
9/3/2020	203 POTTER CT A	Roofs	THE ROOF GROUP, LLC	\$ 5,600.00
9/3/2020	1012 SAMFORD CT A	Roofs	THE ROOF GROUP, LLC	\$ 5,900.00
9/3/2020	618 M L KING BLVD	Addition	ROBINSON SERVICES	\$ 9,900.00
9/3/2020	2069 ANDREWS RD	Decks	Betty Hall	\$ 1,200.00
9/3/2020	1006 SAMFORD CT A	Roofs	THE ROOF GROUP, LLC	\$ 5,900.00
9/3/2020	549 S ANTIOCH CIR A	Roofs	THE ROOF GROUP, LLC	\$ 6,300.00
9/4/2020	206 S 3RD ST	Roofs	Tammy Menefee	\$ 6,000.00
9/4/2020	2670 MILL LAKES RDG	New Single Family Detached	Clayton Properties INC DBA Harris	\$ 237,455.00
9/4/2020	2650 MILL LAKES RDG	New Single Family Detached	Clayton Properties INC DBA Harris	\$ 187,664.00
9/8/2020	407 TOOMER CT A	Roofs	THE ROOF GROUP, LLC	\$ 5,500.00
9/8/2020	3055 SOCIETY HILL RD 8	New	Ronald Kennon	\$ 165,000.00
9/8/2020	527 S ANTIOCH CIR A	Roofs	THE ROOF GROUP, LLC	\$ 9,900.00
9/8/2020	228 MERLIN ST	New Single Family Detached	Lowder New Homes	\$ 265,848.00
9/8/2020	1920 ANDREWS RD	New Single Family Detached	MOORES CONSTRUCTION	\$ 265,922.00
9/8/2020	1608 S UNIROYAL RD	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 253,128.00

9/8/2020	81 LANCELOT LN	New Single Family Detached	Lowder New Homes	\$ 337,477.00
9/8/2020	1725 CHERRY CIR A	Roofs	THE ROOF GROUP, LLC	\$ 7,500.00
9/8/2020	1750 ANDREWS RD	New Single Family Detached	MOORES CONSTRUCTION	\$ 269,381.00
9/8/2020	503 S ANTIOCH CIR A	Roofs	THE ROOF GROUP, LLC	\$ 6,300.00
9/8/2020	514 N ANTIOCH CIR A	Roofs	THE ROOF GROUP, LLC	\$ 7,700.00
9/8/2020	2750 ENTERPRISE DR	Alteration	AJH Construction	\$ 12,938.40
9/8/2020	236 MERLIN ST	New Single Family Detached	LOWDER NEW HOMES INC	\$ 347,587.00
9/8/2020	89 LANCELOT LN	New Single Family Detached	Lowder New Homes	\$ 258,052.00
9/9/2020	1100 GLENN ST	New	ROBINS & MORTON	\$ 11,876,188.00
9/10/2020	308 N 23RD ST	Addition	A & P Holdings LLC	\$ 22,000.00
9/10/2020	2210 HIGHPOINT DR	Addition	LARRY R BAILEY CONSTRUCTION	\$ 120,000.00
9/11/2020	1041 WALKER GRAY CT	New	GAMBLE WINTER CONSTRUCTION	\$ 282,542.00
9/11/2020	1930 ANDREWS RD	New Single Family Detached	MOORES CONSTRUCTION	\$ 269,381.00
9/11/2020	607 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	\$ 256,767.00
9/11/2020	605 MCDONALD DR	New Single Family Detached	TRADEMARK QUALITY HOMES INC	\$ 291,174.00
9/11/2020	2502 SAMUEL LN	New Single Family Detached	TRADEMARK QUALITY HOMES INC	\$ 222,862.00
9/11/2020	1740 ANDREWS RD	New Single Family Detached	MOORES CONSTRUCTION	\$ 269,381.00
9/11/2020	2250 LAKEVIEW DR	Swimming Pool	ENGLISH POOL COMPANY INC	\$ 135,000.00
9/14/2020	1807 INDIA RD	Addition	PARRISH BUILDERS INC	\$ 30,000.00
9/14/2020	3010 OAK BOWERY RD	Alteration	DAVID MYERS CONSTRUCTION INC	\$ 50,100.00
9/15/2020	2716 BENT TREE LN	Accessory Buildings	Anthony Lyles	\$ 5,929.59
9/15/2020	612 HIGH DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 280,233.00
9/16/2020	2800 JACKSON ST	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 322,564.00
9/16/2020	2804 JACKSON ST	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 180,240.00
9/16/2020	913 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 176,341.00
9/17/2020	3007 GROUSE AVE	Addition	SCHUMACHER HOMES LLC	\$ 98,000.00
9/18/2020	2285 LAKEVIEW DR	Signs	HOLLAND HOMES LLC	\$ 37,399.00
9/18/2020	9 AVENUE C	Alteration	GOLD HILL CONSTRUCTION	\$ 3,930.00
9/18/2020	1800 INDIA RD	Accessory Buildings	Hillard Gibbs	\$ 6,123.00
9/18/2020	301 N 8TH ST A	Addition	HOMEPLACE CONSTRUCTION & R	\$ 6,500.00
9/21/2020	1209 PRESTON ST	Roofs	B&L ROOFING	\$ 4,000.00
9/22/2020	115 CHESTER AVE	Alteration	Barbara Menefield	\$ 8,000.00

9/22/2020	1231 GLENN ST	Roofs	A & P Holdings LLC	\$ 2,400.00
9/22/2020	3902 HAMILTON RD	Alteration	POLO CONSTRUCTION CO, LLC	\$ 30,000.00
9/23/2020	2174 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 226,178.00
9/23/2020	517 TOWNE LAKE PKWY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 135,835.00
9/23/2020	806 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 248,166.00
9/23/2020	2395 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 228,486.00
9/23/2020	2055 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 268,405.00
9/23/2020	2152 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 252,449.00
9/23/2020	1967 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 228,578.00
9/23/2020	2324 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 226,178.00
9/23/2020	2809 JACKSON ST	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 180,240.00
9/23/2020	905 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 176,341.00
9/23/2020	524 HIGH DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 271,069.00
9/23/2020	563 TOWNE LAKE PKWY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 212,640.00
9/23/2020	1128 TUMBLESTONE FRK	New Single Family Detached	STONE MARTIN BUILDERS	\$ 268,544.00
9/23/2020	2300 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 187,976.00
9/24/2020	3319 CHILTON AVE	Alteration	NEWBATH ALABAMA	\$ 7,919.00
9/24/2020	308 HILLCREST AVE	Addition	R L Corley Construction	\$ 82,000.00
9/25/2020	1600 HIDDEN LAKES DR	Churches And Other Religious Bui	HOLLAND HOMES LLC	\$ 178,756.00
9/25/2020	1626 CREEKSTONE DR	New Single Family Detached	Hughston Home Builders	\$ 200,034.00
9/28/2020	1020 FITZPATRICK AVE 1	Roofs	B&L ROOFING	\$ 7,500.00
9/30/2020	2906 WATERFORD BLVD S	Signs	BUILDERS PROFESSIONAL GRP LLC	\$ 6,500.00
				\$ 23,558,025.99

Jeff Kappelman, Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4352)

Meeting: 10/20/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4352

Request by Main Street for Downtown Football Viewing Events.



October 14, 2020

Dear Russell,

Opelika Main Street is requesting that the council approve a street/sidewalk closure on October 31, November 21, November 28 and December 5 for the downtown football viewing event hosted by Main Street and the Opelika Chamber of Commerce.

The impacted areas would be: North Railroad Ave. from N 8th Street to N 7th Street along with N. 8th Street from N. Railroad Ave to 1st Ave.

If approved, streets will be closed 1 hour before kickoff until 1 hour after the game has ended. Since game times have not been released for each game, we have listed the whole day for those dates in which times have not been announced yet.

October 31: 1:30PM-7PM (Game time has been announced)

November 21: 12AM-12PM (Game time has not been announced, streets will be closed 1 hour before kickoff until 1 hour after the game has ended)

November 28: 12AM-12PM (Game time has not been announced, streets will be closed 1 hour before kickoff until 1 hour after the game has ended)

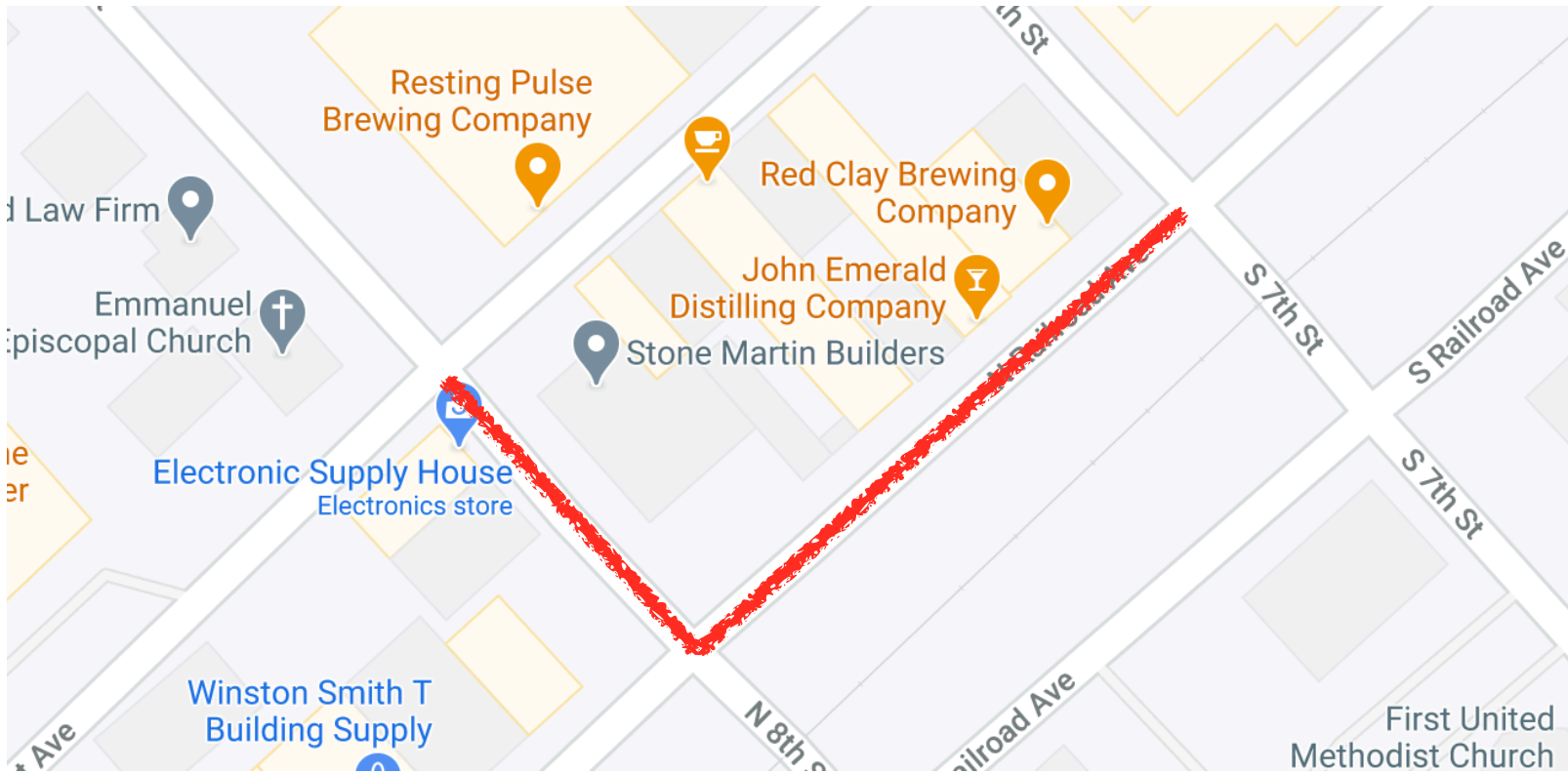
December 5: 12AM-12PM (Game time has not been announced, streets will be closed 1 hour before kickoff until 1 hour after the game has ended)

These events are meant to draw visitors into downtown Opelika who would traditionally tailgate on Auburn University's campus. Main Street and the Chamber plan on partnering with downtown businesses to promote special deals and other game viewing locations.

John Emerald Distilling Company and Red Clay Brewing Company, both who are located along the impacted area, have no issues with the proposed closures.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street



**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 4353)**

Meeting: 10/20/20 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4353

Request by Main Street for Downtown Opelika Drive Thru Trick-or-Treat Event on 10-29-20.



October 14, 2020

Dear Russell,

Opelika Main Street is requesting that the council approve a street/sidewalk closure on October 29 from 5PM-9PM for the Downtown Opelika Drive Thru Trick or Treat event.

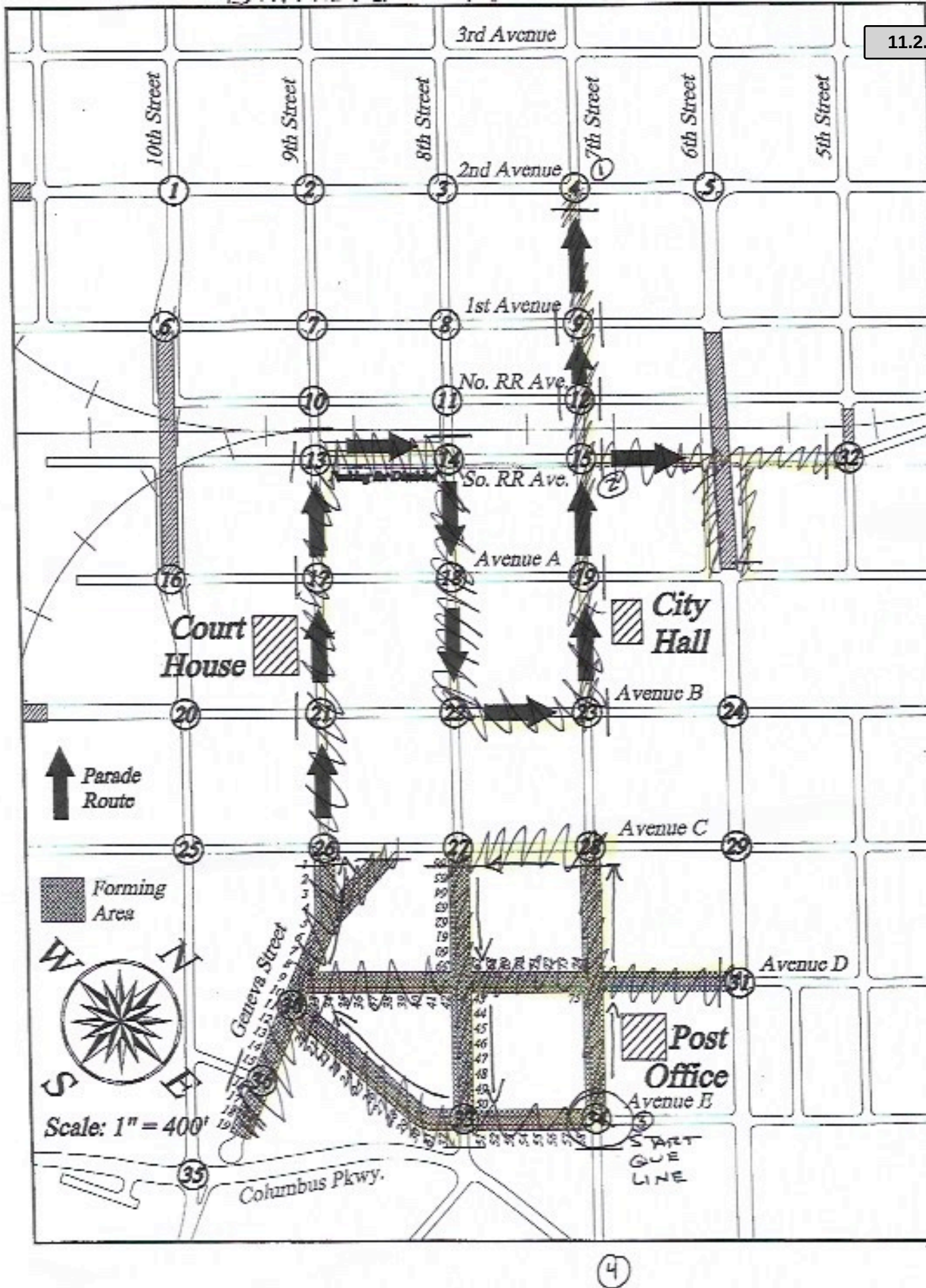
The requested streets are the same as the annual downtown Christmas parade route with the addition of a few side streets to accommodate overflow. The map of the route is attached, with the highlighted portion being the requested area to be closed.

This event is meant to provide a socially-distant way for local families to enjoy the Halloween holiday. Downtown businesses will also get heavy exposure prior to the busy holiday shopping season.

The Opelika Police Department has been consulted and is going to help with some traffic management during the event.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street



Attachment: Trick or Treat Map (4353 : Request by Main Street for Downtown Opelika Drive Thru Trick-or-Treat Event on 10-29-20.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 4338)

DOC ID: 4338

Request Alcohol License - Gas Express LLC DBA Circle K, Retail Beer and Wine Off Premise.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 4339)

DOC ID: 4339

Request Alcohol License - Rock N Roll Pinball LLC DbA Rock N Roll Pinball, Retail Beer and Wine on Premise and Off Premise.



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4228)

Meeting: 10/20/20 07:00 PM

Department: Planning

Category: Zoning

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 4228

Public Hearing - Amend Zoning Ord & Map: Rezone 4 Acres, 1201 South Fox Run Pkwy.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, October 20, 2020, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a C-2, GC-P District (Office/Retail, Gateway Corridor-Primary Overlay District) to a C-3, GC-P District (General Commercial, Gateway Corridor-Primary Overlay District), the parcel of land hereinafter described:

Parcel-1B, Harley-Davidson Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 26 at Page 6 in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 4.0 acres, more or less, and is located at 1201 Fox Run Parkway (formerly the Harley-Davidson Dealership), Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ____ day of _____, 2020.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Please publish the foregoing Notice one (1) time in the _____, 2020, issue of your paper.

CITY CLERK

The applicant is requesting rezoning 4 acres from C-2, GC-P (office-retail) to a C-3,GC-P (general commercial) zoning district. The applicant desires to sell recreation vehicles (RVs), campers, and include a RV service center. The former business was Harley-Davidson Motorcycle. Adjacent properties on the east and west side are undeveloped and zoned C-2, GC-P. Across South Fox Run Parkway from the rezoning property is C-3, C-P zoned property on nine acres occupied by Opelika Ford. The rezoning property is next to Interstate 85 and near Columbus Pkwy. An RV sales lot usually locates along an interstate desiring major road access and visibility and C-3 zoned properties are usually along major highways. The rezoning property is also near Columbus Parkway. This section of Columbus Parkway is auto-related consisting of six

automobile sales lots, several auto service centers, camper sales lot, auto body shop, and a heavy equipment sales. At the August 25th meeting, the Planning Commission (PC) **voted 5 to 0 (one abstain)** to send a positive recommendation to CC to rezone the property. A PC Report and map are attached.

City of Opelika Planning Commission Report

Action Requested:	Amendment to the Zoning Map: 4 acres Rezoning - from C-2, GC-P to C-3, GC-P
Location of Property:	1201 South Fox Run Parkway
Property Owner(s):	John E. Cunningham
Current Zoning:	C-2, GC-P (office-retail, gateway corridor – primary)
Proposed Zoning:	C-3. GC-P (general commercial, gateway corridor – primary)
Existing Land Use:	Commercial building (former Harley Davidson dealership)

Surrounding Zoning Districts

And Land Uses:	North	C-3, GC-P	Ford dealership
	South	R-1	Interstate 85
	East	C-2, GC-P	Commercial
	West	C-2, GC-P	Undeveloped

Rezoning

The applicant is requesting rezoning 4 acres from C-2, GC-P to C-3, GC-P. The applicant desires to sell recreation vehicles (RVs), campers, and include a RV service center. A 13,000 square foot building is on the rezoning property constructed for the former Harley-Davidson Motorcycle dealership. On the adjacent properties east and west side of the rezoning property are undeveloped/vacant properties in a C-2, CG-P zone. Most C-2 zoned properties along this section of South Fox Run Parkway (between Columbus Parkway & McCoy Street) are undeveloped except for The Crossings of Opelika apartments and Heritage Baptist Church, under construction. There are no commercial developments in this C-2 zoned area. The rezoning property is adjacent to two C-3, GC-P zoned properties across South Fox Run Parkway from the rezoning property; Opelika Ford auto sales lot is on nine acres and an undeveloped nine acre parcel next to Opelika Ford.

Staff Recommendation

Planning Staff believes that the rezoning to C-3, GC-P is appropriate given the proposed 'RV sales lot' is adjacent to a C-3, GC-P zoning district, Interstate 85, and near Columbus Parkway. The C-3 zoning district provides a broad range of retail and service type uses usually located on major highways; the display of products outside a building is typical and usually allowed in a C-3 zone. An RV Sales lot usually locates along an interstate desiring the major road access and visibility. The rear property line of the rezoning property is adjacent to I-85. The rezoning property is also near Columbus Parkway which is primarily auto-related businesses. The existing businesses on this section

of Columbus Parkway are six automotive sales lots, several auto service centers, a camper sales lot, auto body shop, and a heavy equipment sales and repair company (*Caterpillar*, Thompson Tractor). The proposed RV sales lot can be seen from Columbus Parkway. The 'RV Sales lot' is similar to the businesses on Columbus Parkway and will attract a broader commercial market to the Opelika and Lee County area.

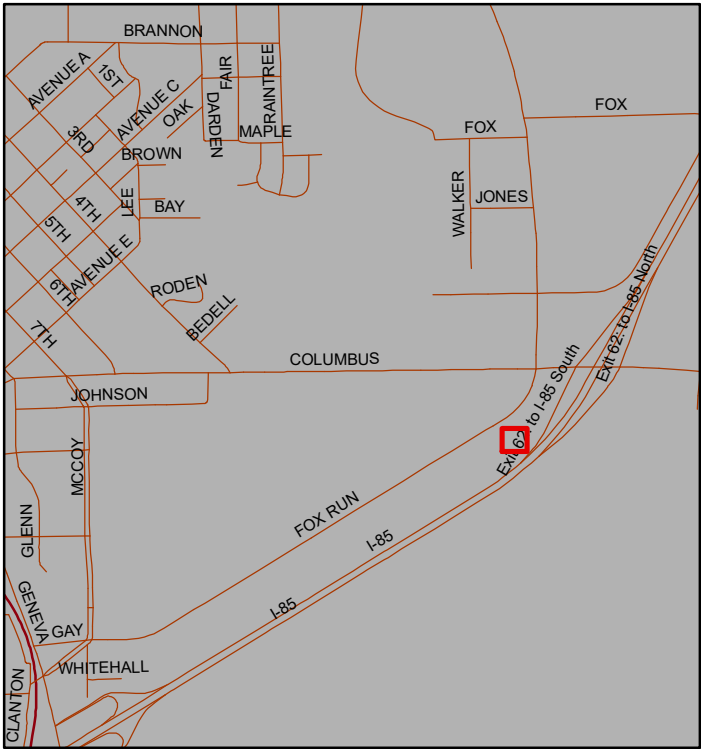
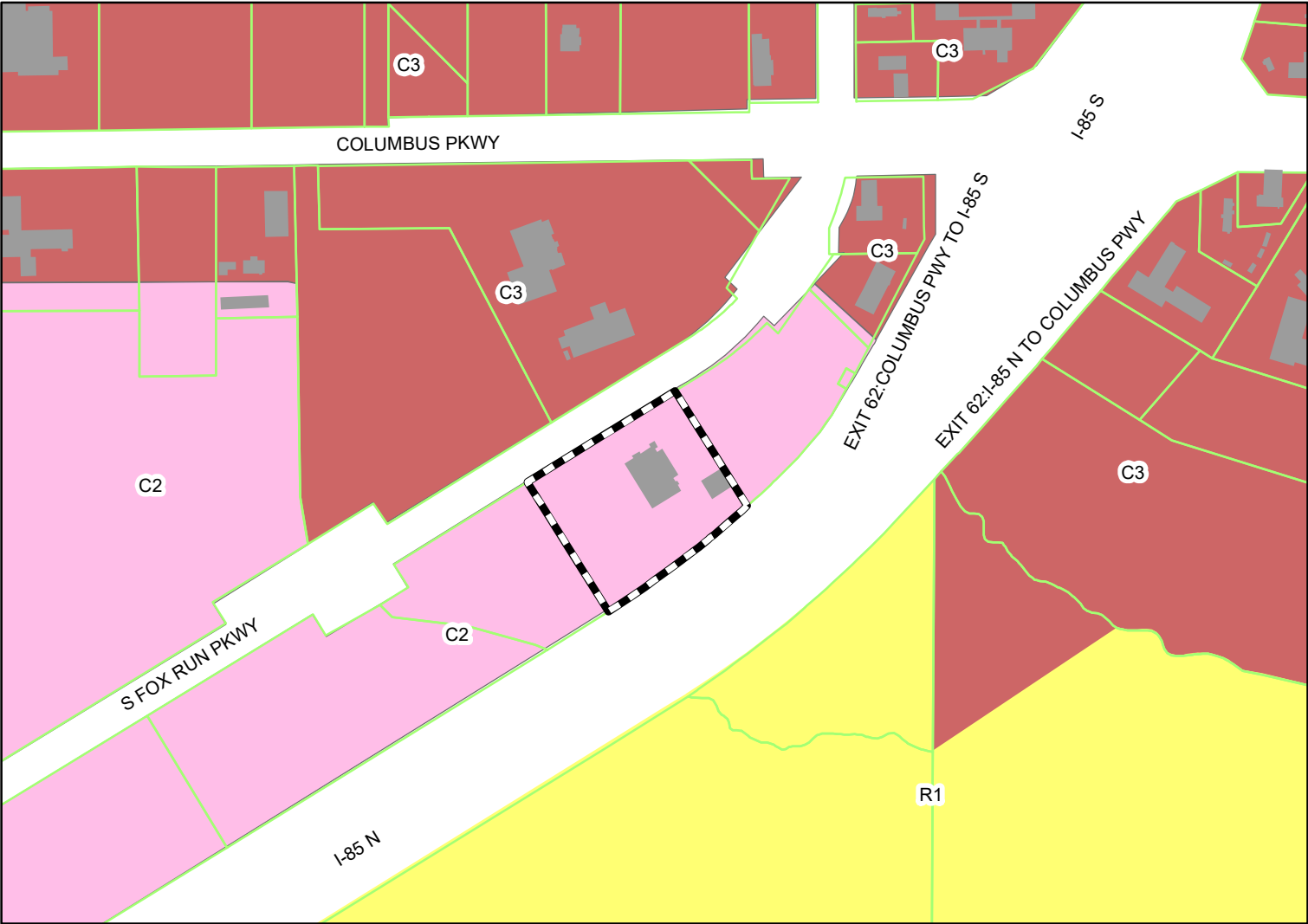
Planning Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from C-2, GC-P to C-3, GC-P. If the rezoning is approved by City Council conditional use approval is required including landscape requirements.

At the August 25th meeting, the Planning Commission voted 5 to 0 (one abstain) to send a positive recommendation to the City council to rezone 4 acres from C-2, GC-P to a C-3,GC-P zoning district.

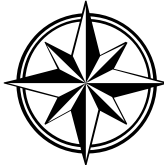
SOUTH FOX RUN REZONING

1201 SOUTH FOX RUN AVENUE

C-2, GC-P TO C-3, GC-P, E-9a & 9b



The applicant is requesting rezoning to a C-3, GC-P zoning district. A Harley Davidson dealership formerly occupied the property. An RV Camper Sales and Service Center desires to locate on the 4 acres.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4274)

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Darryl A White
Initiator: Lillie Finley
Sponsors:
DOC ID: 4274

Public Hearing - Weed Abatement Assessment - Williamson Ave.

WEED ABATEMENT INVOICE

Date: September 21, 2020

**To: Tree Designation LLC
226 Ashton Ln
Auburn Al. 36830**

**Property Address:
Williamson Avenue**

Parcel # 10-04-19-1-000-017.000

On September 2, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.90</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>213.24</u>

To: **Tree Designation LLC**
226 Ashton Ln
Auburn AL 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 Williamson Avenue, Parcel 10-04-19-1-000-017.000**

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NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at Williamson Avenue, Parcel No. 017.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$213.24.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the 20th day of October, 2020.

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

Dated this the 21th day of September, 2020.

 Darryl White
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4279)

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Darryl A White
Initiator: Lillie Finley
Sponsors:
DOC ID: 4279

Public Hearing - Weed Abatement Assessment - 411 S 4th St.

WEED ABATEMENT INVOICE**Date: 09/21/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000**

On September 4, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>133.75</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>147.09</u>

Attachment: Weed Abatement Invoice 411 S 4th St. (4279 : Public Hearing - Weed Abatement Assessment - 411 S 4th St.)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 411 S 4th St. Parcel 10-03-08-3-000-028.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 411 S 4th St., Parcel No. 028.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$147.09.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd, Opelika, Alabama, on the 20st day of October, 2020.

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

Dated this the 21st day of September, 2020.

 Darryl White
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4284)

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Darryl A White
Initiator: Lillie Finley
Sponsors:

DOC ID: 4284

Public Hearing - Weed Abatement Assessment - 504 S 4th St.

WEED ABATEMENT INVOICE**Date: 09/21/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000**

On September 4, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 500.00Certified mail: 13.34Misc. Total 513.34

Attachment: Weed Abatement Invoice 504 S 4th St. (4284 : Public Hearing - Weed Abatement Assessment - 504 S 4th St.)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 504 S 4th St. Parcel 10-03-08-3-000-104.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 504 S 4th St., Parcel No. 104.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$513.34.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd, Opelika, Alabama, on the 20th day of October, 2020.

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

Dated this the 21st day of September, 2020.

 Darryl White
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/20/20 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Darryl A White

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 4297)

DOC ID: 4297

Public Hearing - Weed Abatement Assessment - 1733 1st Ave.

WEED ABATEMENT INVOICE**Date: 09/24/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 43-09-06-13-2-000-073.000**

On 09/4/2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$ 176.90</u>
Certified mail:	<u>\$ 13.60</u>
Misc.	<u> </u>
Total	<u>\$ 190.50</u>

Attachment: Weed Invoice 1733 1st Ave (4297 : Public Hearing - Weed Abatement Assessment - 1733 1st Ave.)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1733 1st Ave, Parcel 09-06-13-2-000-073.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1733 1st Ave, Parcel No. 073.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$190.50.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 20th day of October 2020.

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

Dated this the 24th day of September 2020.

 Darryl White
 Code Compliance Officer

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

RESOLUTION NO. 235-20

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2011 Dodge Charger 2B3CL1CT3BH539678	87002755
2.	1	Ea.	Pool Cover - Covington Recreation Center	99000976
3.	1	Ea.	Clock Sports Timer System 5	87001887
4.	1	Ea.	Microfilm Reader Indus Intl in Library	87002519
5.	1	Ea.	IA Pro (Internal Affairs) Software	99003672

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

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer

RESOLUTION NO. 236-20

Purchase - GameTime Playground - Omnia Partners Contract #2017001134 - P&R.**RESOLUTION NO.** _____

WHEREAS, the Parks and Recreation Department desires to purchase a GameTime Playground for Covington Recreation Center utilizing Omnia Partners Contract #2017001134; and

WHEREAS, GameTime is the contract vendor for the GameTime Playground; and

WHEREAS, this is a budgeted purchase from Capital Outlay;

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

1. That the purchase be awarded to GameTime utilizing the Omnia Partners Contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to GameTime in the total amount of \$56,032.31.
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



c/o J.A. Dawson & Company
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/13/2020
Quote #100749-01-01

Covington Center Playground

City of Opelika Parks and Recreation
Attn: Patrice Lipscomb
213 Carver Ave.
Opelika, AL 36801
Phone: 334-705-5551
Fax: 334-705-5554
plipscomb@opelika-al.gov

Ship to Zip 36801

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$58.00	\$58.00
1	RDU	GameTime - 04720 - D1 Custom Playstructure	\$65,427.00	\$65,427.00
1	INSTALL	GameTime - Installation of New Playstructure-safety surfacing and border to be installed by others.	\$16,680.00	\$16,680.00
Contract: OMNIA			Sub Total	\$82,165.00
			Discount	(\$26,942.84)
			Freight	\$810.15
			Total	\$56,032.31

Comments

Safety surfacing and border to be provided and installed by others.

OMNIA Partners / U.S. Communities Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's **Matching Funds Grant - Credit Terms**. Order must be placed by October 30, 2020, otherwise pricing will be subject to change. Orders must be delivered by December 31st, 2020. Owner is responsible for unloading of and storage of all equipment until ready for installation.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change. **UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

Attachment: 10-20-20 - GAMETIME PLAYGROUND-OMNIA PARTNERS CONTR #2017001134 - CNCL PKT (236-20 : Purchase - GameTime

Covington Center Playground

10/13/2020
Quote #100749-01-01

Acceptance of quotation:

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **\$56,032.31**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

Attachment: 10-20-20 - GAMETIME PLAYGROUND-OMNIA PARTNERS CONTR #2017001134 - CNCL PKT (236-20 : Purchase - GameTime

Covington Center Playground

10/13/2020
Quote #100749-01-01

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery. Returned Goods: Returned goods are subject for a restocking fee of 30% in addition to both the outbound and inbound freight charges. Goods must be packaged to protect against damage in transit in accordance with best commercial practices. Labor and material costs to make returned goods merchantable will be deducted from any credit. Returned goods will not be accepted without an authorization number (RGA) assigned by J.A. Dawson & Co., Inc. To be eligible for credit, returned good must be received at manufacturer within 45 days of issuance of a returned goods authorization number. Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. **If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage.** Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence. **TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES** Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. J.A. Dawson & Co., Inc. is not responsible for damages or repairs to any form of underground utility or sprinklers. Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges. **Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 1/2" over 25'), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional \$1,500.00 will be charged for return trip.** Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of \$65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. is by others unless specifically contracted. Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. J.A. Dawson & Co., Inc. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed. Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. J.A. Dawson & Co., Inc. is not responsible for removing waste from the property unless specifically contracted. Security: J.A. Dawson & Co., Inc. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. J.A. Dawson & Co., Inc. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

J.A. DAWSON & CO., INC.

DATE

CUSTOMER

DATE

Covington Center Playground

10/13/2020
Quote #100749-01-01

COLOR SELECTION

Plastic: _____ Uprights: _____

Accent Metal: _____ Decks: _____

Rock: _____ Shade Fabric: _____

HDPE: _____

Quote prepared by: Stacy Perry

Attachment: 10-20-20 - GAMETIME PLAYGROUND-OMNIA PARTNERS CONTR #2017001134 - CNCL PKT (236-20 : Purchase - GameTime



J.A. Dawson
& Company
Your Total Recreation Resource

Proposed Playstructure
Covington Center

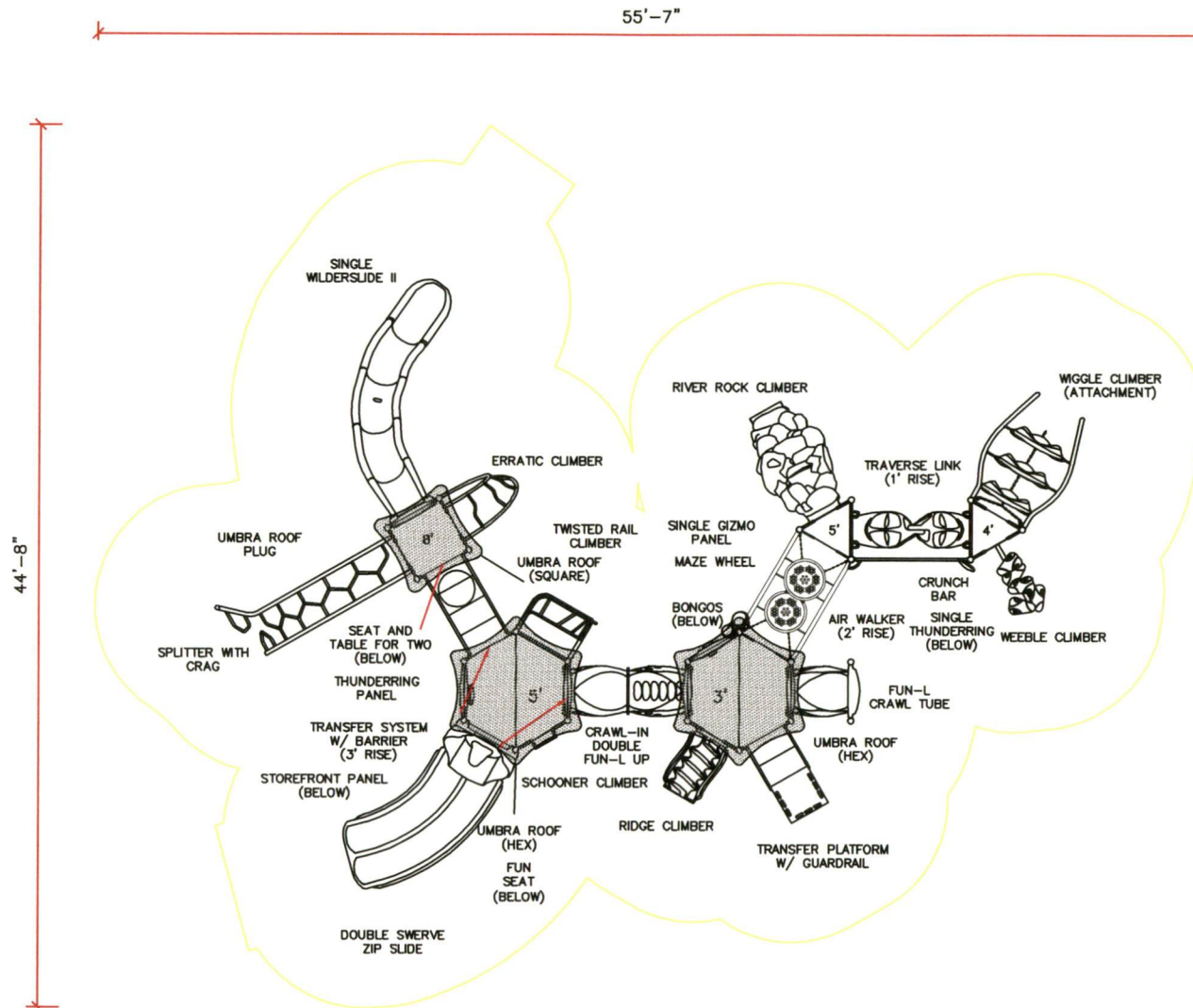




J.A. Dawson
& Company
Your Total Recreation Resource

Proposed Playstructure
Covington Center





J.A.Dawson
& Company
Your Total Recreation Resource

PO Box 1178
Pelham, AL. 35124
205.663.5058
800.221.8869
f. 205663.5012
www.jadawsonco.com

Proposed Playstructure Covington Center

Project Manager:
Drew Warren

This play
equipment is
recommended
for children ages
5-12

Minimum Area Required:
56' x 45'
Scale: NTS
This drawing can be
scaled only when in
an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing should
be placed in the use zones of all equipment,
as specified for each type of equipment, and
at depths to meet the critical fall heights as
specified by the U.S. consumer Product
Safety Commission, ASTM standard F 1487
and Canadian Standard CAN/CSA-Z-614

Drawn By:
S. Perry
Date:
10.13.20
Drawing Name:
04720 - A1

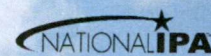
Best Price. No Hassles. *Guaranteed.*

GameTime was awarded the OMNIA Partners, Public Sector Playground Equipment and Solutions Contract through a competitive bid process by Lead Public Agency City of Charlotte/Mecklenburg County, North Carolina.



A PLAYCORE Company

OMNIA
PARTNERS



Packet Pg. 60

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 to June 30, 2022

Option to renew for two (2) additional two-year periods

Executive Summary

- Uniform Guidance
- Due Diligence

Contract Documents

- GameTime Contract 2017001134
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6

RFP Documents

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Tyler McCall

Senior Manager, Strategic Partnerships

GameTime/PlayCore

Mobile: (704)776-3193

tyler.mccall@gametime.com

www.gametime.com

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

RESOLUTION NO. 237-20

Purchase - (28) Samsara GPS and Vehicle Camera Systems - Natl IPA Contr #2018011-01-OES.

RESOLUTION NO. _____

WHEREAS, Opelika Environmental Services desires to purchase twenty-eight (28) Samsara GPS and Vehicle Camera Systems utilizing National IPA Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the National IPA Contract Vendor for the Samsara GPS and Vehicle Camera Systems; and

WHEREAS, funding for this purchase is budgeted from Other Professional Services;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the National IPA Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. for the amounts listed below:

Payment for Year One: 30 days from invoice 1:	\$41,738.48
Payment for Year Two: 30 days from invoice 2:	\$27,006.00
Payment for Year Three: 30 days from invoice 3:	\$27,006.00
Total Invoiced:	\$95,750.48

After Year Three: Payment due upon receipt

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



QUOTE CONFIRMATION

DEAR STEPHEN DAWE,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LQZD530	9/25/2020	LQZD530	936449	\$95,750.48

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsara VG34 Vehicle IoT Gateway Mfg. Part#: HW-VG34 Contract: National IPA Technology Solutions (2018011-01)	28	4673447	\$137.41	\$3,847.48
Samsara OBD-II (J1962) Light Duty Vehicle Cable Mfg. Part#: CBL-VG-BOBDII-Y1 Contract: MARKET	28	5448636	\$0.00	\$0.00
Samsara CM32 - dashboard camera module Mfg. Part#: HW-CM32 Contract: National IPA Technology Solutions (2018011-01)	28	5483563	\$388.75	\$10,885.00
Samsara Enterprise - license - 2 cameras Mfg. Part#: LIC-CM2-ENT UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	28	4920496	\$582.94	\$16,322.32
SAMSARA LIC F/VEHICLE GATEWAYS Mfg. Part#: LIC-VG-ENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	28	4905296	\$381.56	\$10,683.68
NEW ITEM Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	\$0.00	\$0.00
Samsara Enterprise - license - 2 cameras Mfg. Part#: LIC-CM2-ENT UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	28	4920496	\$582.94	\$16,322.32
SAMSARA LIC F/VEHICLE GATEWAYS Mfg. Part#: LIC-VG-ENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	28	4905296	\$381.56	\$10,683.68
NEW ITEM Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

Samsara Enterprise - license - 2 cameras	28	4920496	\$582.94	\$16,322.32
Mfg. Part#: LIC-CM2-ENT UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)				
SAMSARA LIC F/VEHICLE GATEWAYS	28	4905296	\$381.56	\$10,683.68
Mfg. Part#: LIC-VG-ENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)				

PURCHASER BILLING INFO

Billing Address:
CITY OF OPELIKA
ACCOUNTS PAYABLE
PO BOX 390
OPELIKA, AL 36803-0390
Phone: (334) 705-5120
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF OPELIKA
STEPHEN DAWE
204 S 7TH ST
OPELIKA, AL 36801
Shipping Method: DROP SHIP-GROUND

SUBTOTAL

\$95,750.48

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL

\$95,750.48

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Griffin Curcio

(877) 635-6656

grifcur@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$95,750.48	\$2,567.07/Month	\$95,750.48	\$2,965.39/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



200 N. Milwaukee Ave.
Vernon Hills, IL 60061
Corporate Office: 847.465.6000
Fax: 847.465.6800
Toll-free: 800.800.4239
www.cdw.com

CDW Annual Billing Statement

CITY OF OPELIKA 0936449

In connection with this Samsara State and Local Contract, this is to confirm our payment to CDW as follows:

TOTAL LICENSE FEES: \$95,750.48

PAYMENT FOR YEAR ONE:	\$41,738.48
PAYMENT FOR YEAR TWO:	\$27,006.00
PAYMENT FOR YEAR THREE:	<u>\$27,006.00</u>
PAYMENT FOR YEAR FOUR:	_____
PAYMENT FOR YEAR FIVE:	_____
DUE DATE FOR PAYMENT ONE:	30 days from Invoice 1
DUE DATE FOR PAYMENT TWO:	30 days from Invoice 2
DUE DATE FOR PAYMENT THREE:	30 days from Invoice 3
DUE DATE FOR PAYMENT FOUR:	
DUE DATE FOR PAYMENT FIVE:	

CDW Quote #LQZD530

Bill Date will be 30 days from invoice

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

In the event that during the renewal years (year two, year three, year four and year five) of the _____ Contract, the awarded reseller is no longer considered a Contract supplier, the _____ may purchase year two, year three, year four and year five licenses from a different _____ Contract reseller resulting from a new solicitation for such years.

SIGNATURE: _____

DATE: _____

Samsara Terms of Service
Last Updated: September 2020

Welcome to Samsara. Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of our products and services. The Customer, together with Samsara, are referred to as the “**Parties**”.

1. Definitions.

1.1 “**Account**” means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 “**Customer**” or “**you**” means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.

1.6 “**Customer Data**” means data captured by Customer’s use of the Hardware, data entered by Customer into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.9 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.10 “**Hosted Software**” means Samsara’s web-based software platform, including the interface accessed online at cloud.samsara.com.

1.11 “**Order Form**” means the quote describing the purchase of Samsara Products and licenses issued by Samsara.

1.12 “**Pre-Launch Offerings**” means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.13 “**Products**” means the Hardware and Services.

1.14 “**Professional Services**” means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.15 **"Refund"** means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the original license termination date specified in an Order Form, and (ii) the cost of purchased Hardware. For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.16 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.

1.17 **"Services"** means the Samsara Software and Professional Services.

1.18 **"Support Services"** means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Services if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. **Changes to Terms or Services.** Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you either by posting the modified Terms within the Services or through other communications with you, our Customer. It's important that you review the Terms whenever Samsara modifies them because if you continue to use the Services after Samsara has posted modified Terms on the Services, you are indicating to Samsara that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Services.

4. **License.** Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, until the license term on an applicable Order Form expires or the earlier termination of these Terms. The Support Services and the Hosted Software SLA at <https://www.samsara.com/hosted-software-sla> are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware that the Customer purchases is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. **License Restrictions.** Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software, Samsara's computer systems, or the technical delivery systems of Samsara's providers; (iii) probe, scan or test the vulnerability of any Samsara system or network or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair,

descramble or otherwise circumvent any technological measure implemented by Samsara or any of Samsara's providers or any other third party (including another user) to protect the Samsara Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) unless permitted under applicable law, decipher, disassemble, decompile or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) hack into, disable, disrupt, or access without authorization any part of the Services; (viii) impersonate or misrepresent an affiliation with any person or entity; (ix) use or access the Samsara Software for any competitive purpose; (x) perform benchmark testing on the Samsara Software; (xi) violate any applicable law or regulation; or (xii) encourage or enable any other individual to do any of the foregoing. Samsara has the right to investigate violations of these Terms or conduct that affects the Samsara Software. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit <https://www.samsara.com/support/hardware-warranty>.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Customer Samsara Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services you have ordered in accordance with these Terms without replacing them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to provide all feedback reasonably requested by Samsara regarding such Pre-Launch Offerings and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Pre-Launch Offering. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer; (ii) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (iii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

8. Payment, Shipping, and Delivery. The payment and billing terms are set forth in the applicable Order Form. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB (Incoterm 2010) origin, freight pre-paid and added to the Customer's invoice.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 Data Protection Addendum. The "Data Protection Addendum" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "Processing", "Personal Data", and "Customer Personal Data" used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. “**Confidential Information**” means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as “confidential” or “proprietary” at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes information related to any Products, including the pricing thereof, customers, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party’s confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party’s Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party’s expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Wifi Data Usage. The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data, and the Express Vehicle Gateway License (LIC-VG-EXPRESS) includes up to 200 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the

Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to and Integrations with Third Party Products or Services. The Services may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, customer lists, and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. Term. The term of these Terms begins upon the date on which you accept this these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, and shall continue until (i) the end of the license period set forth in the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Termination. Samsara may terminate your access to and use of the Products, at its sole discretion, at any time upon notice to you. However, if Samsara terminates your access to the Services at its convenience and not due to your breach of these Terms, then Samsara will provide you with a Refund.

16.2 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit <https://www.samsara.com/support/hardware-warranty>.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY

INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Any dispute arising from or relating to the subject matter of these Terms that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in San Francisco, California, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state and federal courts located in San Francisco County, California, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Services, however if an Order Form differs from these Terms then the terms of the Order Form control over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of

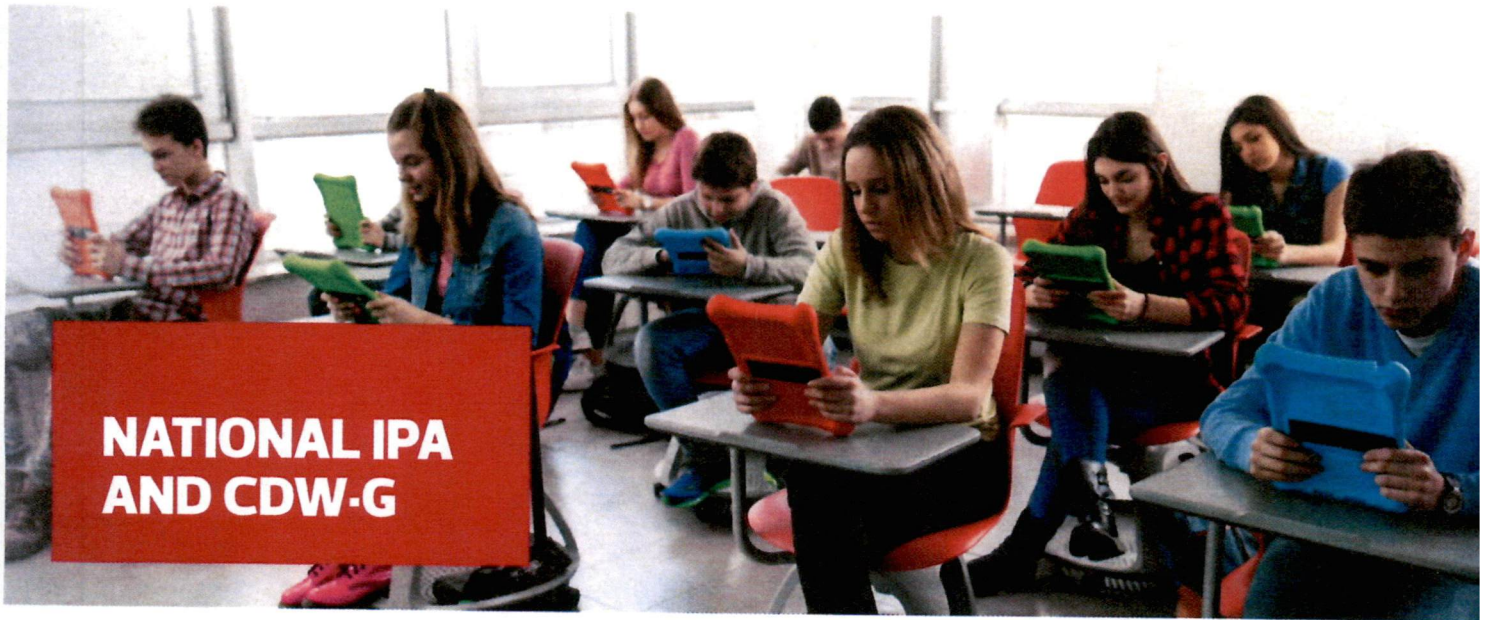
any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.3 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.4 Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued under this Agreement by Samsara shall be remitted to the Lender, and any impact such remittance has on your remaining payment obligations to Lender is governed by the Financing Agreement.

21.5 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com or by mail at 1990 Alameda St., 5th Floor, San Francisco, CA 94103.



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

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

STRONG PARTNERSHIP, STRONG SOLUTIONS

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

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

HERE ARE THE BENEFITS OF THE CONTRACT:

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



Authorized Reseller



Lenovo





ALL YOUR IT NEEDS ON ONE AGREEMENT



CONTRACT PURCHASING SIMPLICITY

CDW•G and National IPA offer a competitively solicited and publicly awarded cooperative purchasing agreement for Information Technology Solutions. This agreement features a comprehensive range of technology solutions including:

- Input Devices ▪ Media Supplies ▪ Network Equipment ▪ Printers ▪ Projectors
- Services ▪ Software ▪ Software Licensing ▪ Storage Devices ▪ Systems

To simplify the purchasing process, CDW•G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. CDW•G also brings unmatched levels of service, advice and support from expert teams. Visit CDWG.com/nationalipasolutions for a complete list of products and services available. To simplify your purchase, search by keyword or browse by product category and use the resource links to access other valuable information.

Information Technology Solutions Contract #2018011-01

The National IPA contract portfolio, including the CDW•G agreement, is available to public agencies, educational institutions and agencies for public benefit. There is no fee to participate and no minimum purchase requirements. Register at nationalipa.org; let National IPA and CDW•G solve your resource problems and technology requirements with one agreement.

For more information, contact your CDW•G account manager or National IPA representative today.

RESOLUTION NO. 238-20

Purchase - Motorola APX6000 Radios - Sole Source - PD.**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase Motorola APX6000 Radios and their related equipment; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Motorola Solutions, Inc. is the sole vendor; 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 Motorola Solutions, Inc.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Motorola Solutions, Inc. as a sole source purchase not to exceed \$101,081.25.
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



QUOTE-1291121

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

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

Quote Date:06/04/2020
 Expiration Date:06/27/2020
 Quote Created By:
 Jeremy Bailey
 MR
 jeremybailey@callmc.com
 7066816003

End Customer:
 OPELIKA POLICE DEPT, CITY OF
 Ed Clark
 eclark@opelika-al.gov
 3347055215

Payment Terms:30 NET

The proposal provided below is taking an additional \$500.00 off of the price of each APX6000 for the trade in of older legacy APX7000 radios. This is a one per one swap price reduction. The additional dollar value off is in addition to the Alabama State Contract Discount. List price before any discounts on APX6000 is \$6,416.00 each.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	25	\$3,705.65	\$92,641.25
1a	H869BZ	ENH: MULTIKEY	25		
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	25		
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	25		
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	25		
1e	H38BT	ADD: SMARTZONE OPERATION	25		
1f	QA00580AC	ADD: TDMA OPERATION	25		
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	25		
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	25	\$89.00	\$2,225.00
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	25		
3	LSV00Q00202A	DEVICE PROGRAMMING	25	\$65.00	\$1,625.00
4	PMMN4060B	AUDIO ACCESSORY- HEADSET,PSM IP55 WITH 3.5MM JACK RX 24IN	25	\$118.08	\$2,952.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

**MOTOROLA SOLUTIONS**

QUOTE-1291121

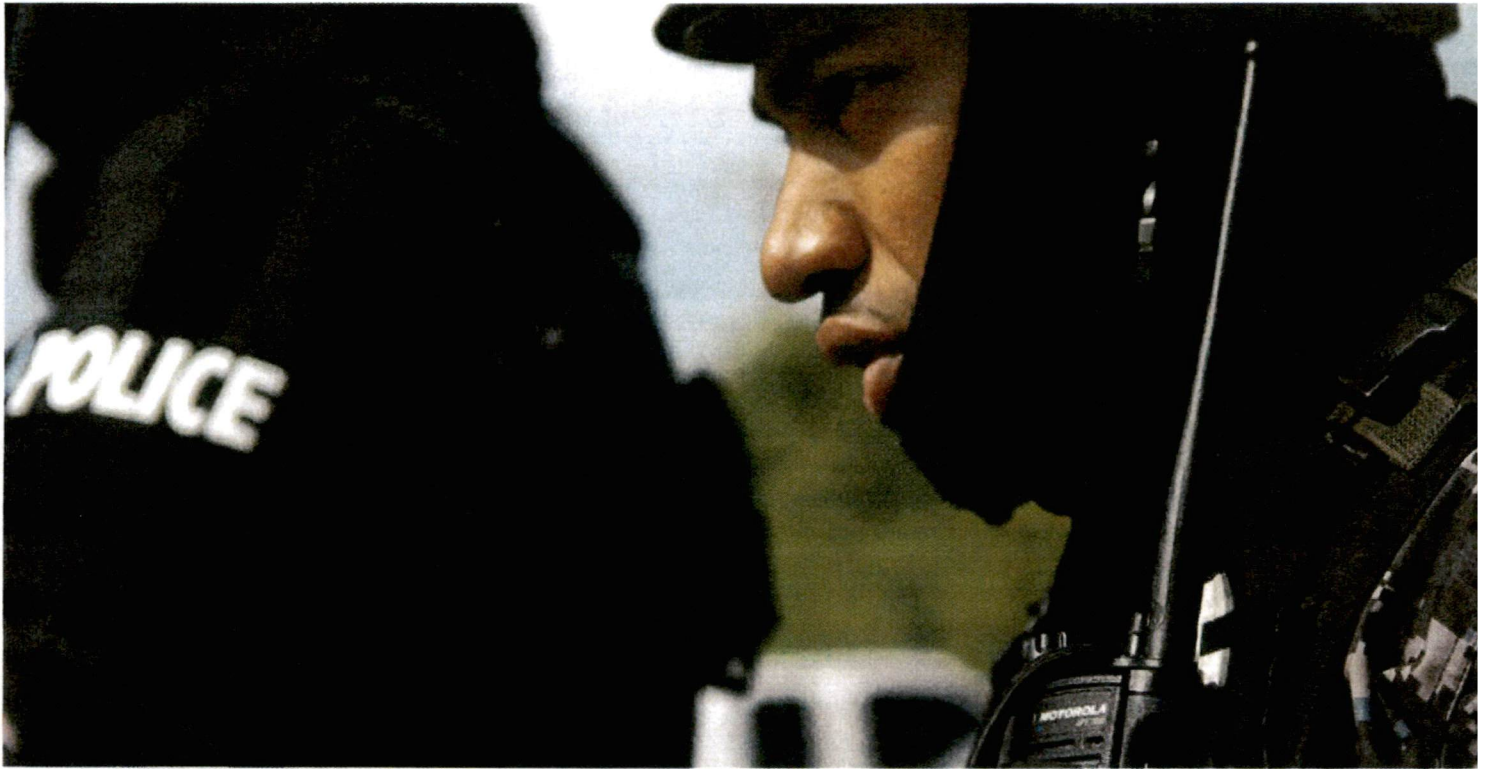
Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
5	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	25	\$8.64	\$216.00
6	PMLN7904A	CARRY ACCESSORY- CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	25	\$56.88	\$1,422.00

Grand Total

\$101,081.25(USD)



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.



OPELIKA POLICE DEPT, CITY OF

06/04/2020

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2016 Motorola Solutions, Inc. All rights reserved.

Attachment: 10-20-20 - MOTOROLA APX6000 RADIOS - SOLE SOURCE - CNCL PKT (238-20 : Purchase - Motorola APX6000 Radios - Sole



QUOTE-1291121

06/04/2020

OPELIKA POLICE DEPT, CITY OF
P O BOX 390
OPELIKA, AL 36803

Dear Ed Clark,

Motorola Solutions, Inc. is pleased to present OPELIKA POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OPELIKA POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeremy Bailey at jeremybailey@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeremy Bailey
MR

Motorola Solutions Manufacturer's Representative

Attachment: 10-20-20 - MOTOROLA APX6000 RADIOS - SOLE SOURCE - CNCL PKT (238-20 : Purchase - Motorola APX6000 Radios - Sole

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Capt. Ed CLARK

VENDOR MOTOROLA SOLUTIONS

PRODUCT/SERVICE MOTOROLA Dispatch FURNITURE

Estimated annual expenditure for the commodity or service \$ 0

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

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

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

DEPARTMENT HEAD SIGNATURE

DEPARTMENT/DIVISION/DATE

John M. [Signature]
Police / 10/29/13

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE)

[Signature] 10-30-13

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE

Memorandum

Date: October 23, 2013

From: Capt. Ed Clark

Reference: Sole Source Justification

In March of this year the City of Opelika entered into a contract with Motorola Solutions to upgrade the existing Public Safety Radio System. As the project was progressing it was determined that the existing Dispatch consoles would need to be replaced in order to accommodate the new console equipment. Funding for the new consoles and their installation was procured from Lee County E911. The consoles are a specialty item which are manufactured by a Motorola Solutions Service Partner. Proper configuration and installation of the consoles necessitates that the consoles are purchased through Motorola Solutions. This will also allow the consoles and equipment to be warrantied by the same vendor.

Capt. Ed Clark





SOLE SOURCE JUSTIFICATION

City of Opelika, Alabama Motorola ASTRO 25 Dispatch Furniture Replacement

This Motorola **Dispatch Furniture Upgrade** project is submitted as a Sole-Source offering.

The following criteria represent the primary justification for Sole-Source procurement:

Compatibility

The City of Opelika has an existing Motorola ASTRO 25 Trunking System which was procured in March, 2013. This solution is intended to provide Public Safety voice and data communications for the first responders in Opelika and throughout the region. The radio site infrastructure, console equipment, and subscriber radio flash upgrade software contained within this system solution for the City of Opelika is proprietary and can only be supplied by Motorola. The City's existing Motorola dispatch furniture for the radio consoles needs to be replaced in conjunction with this project. Motorola is the only vendor that is capable of the engineering and program management services associated with the removal of the old Motorola furniture and the replacement of the new furniture in conjunction with the upgrades to the electronics of the radio system and radio dispatch consoles. To ensure the required functionality, reliability and security of the City of Opelika regional wireless communications system it is imperative that radio equipment and all ancillary devices accessing the system, such as the proposed, be fully compatible with the existing Motorola ASTRO 25 Core system, its protocols, and associated standards of installation.

System Integrity

System integrity, efficiency, and security are crucial to the City of Opelika. Some items associated with the project to make this a complete working system are purchased as sole source procurement to have one vendor provide a complete working system solution that will be installed, maintained and warranted by one vendor. This is done to ensure the reliability and service of the complete system as it is imperative that all equipment and all ancillary devices accessing the system, such as the proposed solution, be fully compatible and certified with the existing Motorola radio infrastructure.

Operation

To ensure factory support, system integrity and operation installation services for this equipment are only provided through Motorola and our local Motorola Service Partners. This allows the system to be covered by Motorola Warranty and will have the ability to be supported by a post warranty Motorola service contract.

RESOLUTION NO. 239-20

Purchase - (1) 2020 Caterpillar 420 - Sourcewell Contr #032119-CAT - PW.

RESOLUTION NO. _____

WHEREAS, the Public Works department desires to purchase one (1) 2020 Caterpillar 420 Backhoe utilizing Sourcewell Contract #032119-CAT; and

WHEREAS, Thompson Tractor Co, Inc. is the Contract Vendor for the 2020 Caterpillar 420 Backhoe; and

WHEREAS, funding for this purchase will come from the appropriate account;

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

1. That the purchase be awarded to Thompson Tractor Co, Inc. utilizing the Sourcewell Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Thompson Tractor Co, Inc. in the total amount of \$114,500.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer

Thompson



508 Columbus Parkway – Opelika, AL 36801

July 13, 2020

Mike, here is a quote for the backhoe we discussed. Please let me know if you have any questions. TC

ONE NEW CATERPILLAR 420 BACKHOE EQUIPPED WITH:
 24" CAT HD BUCKET
 1.4 YD3 MULTI-PURPOSE LOADER BUCKET W/BOLT ON EDGE
 COUNTERWEIGHT, 255 LBS
 TIRES, 12.5 80/19.5L-24, GY
 RIDE CONTROL
 COLD WEATHER PACKAGE, 120V HRC
 PLATE GROUP - BOOM WEAR
 SEAT, DELUXE FABRIC
 PRODUCT LINK, SATELLITE PL631E
 HYDRAULICS, MP, 6FCN/8BNK, ST
 CAB, DELUXE
 AIR CONDITIONER
 STICK, STANDARD, 14FT
 WORKLIGHTS (8) HALOGEN LAMPS
 RADIO, FM BLUETOOTH
 POWERTRAIN, 4WD, POWERSHIFT
 STABILIZER PADS, FLIP-OVER
 OUTRIGGER GUARDS
 CATERPILLAR HYDRAULIC THUMB-
 SERVICE MANUAL
 1 YEAR FULL MACHINE WARRANTY
 5 YEARS/7500 HOURS EXTENDED POWERTRAIN WARRANTY

\$114,500.00, BUDGET PRICE

SOURCEWELL VENDOR NUMBER- #032515-CAT ***

THIS QUOTE IS SUBJECT TO CHANGE.

Thanks for the opportunity to earn your business. Let me know if you have any questions.

Todd Cowan/ Sales Representative

Attachment: 10-20-20 - ONE (1) 2020 CATERPILLAR 420 - SOURCEWELL CONTRACT #032119-CAT - CNCL PKT (239-20 : Purchase - (1) 2020

Sourcwell
Awarded Contract**Caterpillar, Inc.**

New & Used Construction & Paving Equipment, Parts, Service, & Rental

#032119-CAT

Maturity Date: 05/13/2023

Products & Services **Products & Services**

Sourcwell contract 032119-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe loaders
- Wheel loaders
- Skid steer loaders, multi-terrain loaders, & compact track loaders
- Dozers & track loaders
- Track excavators, wheel excavators, & material handlers
- Landfill equipment
- Articulated trucks, rigid frame trucks, & wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments
- Used equipment, rentals, parts, & service

Additional information can be found on the vendor-provided, nongovernment website at:
cat.com

[Dealer locator](#)

Become a Member

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

Search Vendors & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

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[Privacy Policy](#)

[Sitemap](#)

[Accessibility](#)

RESOLUTION NO. 240-20

Purchase - Meraki Cameras & Equipment - Natl IPA Contr #2018011-01 - IT.**RESOLUTION NO.** _____

WHEREAS, the Information Technology Department desires to purchase Meraki cameras and related equipment utilizing National IPA Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the National IPA Contract Vendor for the Meraki cameras and related equipment; and

WHEREAS, funding for this purchase is budgeted from Unassigned Funds;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the National IPA Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$173,545.43.
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



QUOTE CONFIRMATION

DEAR STEPHEN DAWE,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRGC379	10/1/2020	LRGC379	0936449	\$173,545.43

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Meraki MR86 Wi-Fi 6 Ruggedized Outdoor AP Mfg. Part#: MR86-HW TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	10	6073863	\$1,425.26	\$14,252.60
Meraki Dual-Band Patch Antenna (8/6.5 dBi Gain) - antenna Mfg. Part#: MA-ANT-25 UNSPSC: 43221706 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	20	3651379	\$221.51	\$4,430.20
Cisco Meraki Enterprise Cloud Controller - subscription license (3 years) - Mfg. Part#: LIC-ENT-3YR UNSPSC: 43232901 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	10	3342939	\$193.43	\$1,934.30
Cisco Meraki Varifocal MV72 Outdoor HD Dome Camera With 256GB Storage - net Mfg. Part#: MV72-HW UNSPSC: 46171610 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	35	5357671	\$1,108.53	\$38,798.55
Cisco Meraki camera dome mounting arm Mfg. Part#: MA-MNT-MV-10 UNSPSC: 45121518 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	35	5357697	\$158.35	\$5,542.25
Cisco Meraki camera dome mount Mfg. Part#: MA-MNT-MV-20 UNSPSC: 45121518 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	35	5374118	\$158.35	\$5,542.25

QUOTE DETAILS (CONT.)

<u>Cisco Meraki Varifocal MV22 Indoor HD Dome Camera With 256GB Storage - netw</u>	6	5356144	\$950.17	\$5,701.02
Mfg. Part#: MV22-HW UNSPSC: 46171610 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri</u>	41	4314189	\$357.00	\$14,637.00
Mfg. Part#: LIC-MV-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cisco Industrial Ethernet 4010 Series - switch - 28 ports - managed</u>	6	4296716	\$5,136.42	\$30,818.52
Mfg. Part#: IE-4010-4S24P UNSPSC: 43222612 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cisco SMARTnet extended service agreement</u>	6	4318102	\$2,296.73	\$13,780.38
Mfg. Part#: CON-SNT-IE40104S UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cisco - power supply - hot-plug - 250 Watt</u>	12	5155100	\$975.10	\$11,701.20
Mfg. Part#: PWR-RGD-AC-DC-250 UNSPSC: 39121004 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>StarTech.com 4U 19in Steel Vertical Wallmount Equipment Rack Bracket</u>	6	1792054	\$66.33	\$397.98
Mfg. Part#: RK419WALLV UNSPSC: 56112005 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cradlepoint 3-Year NetCloud Essentials for Mobile Router</u>	9	6050162	\$1,114.16	\$10,027.44
Mfg. Part#: TC03-0900120B-NN CRADLEPOINT INC : 3-yr NetCloud Ruggedized IoT Essentials Plan and IBR900 router with WiFi (1000Mbps modem), with AC power supply and antennas, North America Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cradlepoint NetCloud Essentials for Branch Performance Routers (Prime)</u>	1	5256626	\$2,483.46	\$2,483.46
Mfg. Part#: BD3-425P-00N UNSPSC: 43233204 CRADLEPOINT INC : 3-yr NetCloud Essentials for Branch Performance Routers with support and CR4250 router with POE, North America TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
<u>Cradlepoint network device mounting kit</u>	1	5256339	\$66.14	\$66.14
Mfg. Part#: 170764-000 UNSPSC: 31162313 CRADLEPOINT INC : Rack Mount Kit, (includes 2 wing brackets and 8 3x5				

QUOTE DETAILS (CONT.)

screws), used with CR4250

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

AccelTex 16x14x8" Polycarbonate Enclosure with Door

6

5302499

\$203.60

\$1,221.60

Mfg. Part#: ATS-16148P-S-L-NH-2DIN15

TAX: OPELIKA, AL .0000% \$.00

Contract: MARKET

AccelTex 14/16" Enclosure Pole Mount Kit

6

5046407

\$97.59

\$585.54

Mfg. Part#: ATS-14P-16P-PMK

TAX: OPELIKA, AL .0000% \$.00

Contract: MARKET

CISCO DIRECT C1000-8FP-2G-L

4

5913503

\$953.58

\$3,814.32

Mfg. Part#: C1000-8FP-2G-L

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

Cisco Solution Support - extended service agreement

4

5919059

\$105.88

\$423.52

Mfg. Part#: CON-SSSNT-C1008FPG

Electronic distribution - NO MEDIA

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

HPE Aruba 2530-8G-PoE+ - switch - 8 ports - managed - rack-mountable

12

4361347

\$519.45

\$6,233.40

Mfg. Part#: J9774A#ABA

UNSPSC: 43222612

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

AccelTex 12x10x6 Nonconfigured Polycarbonate Enclosure With Solid Door & La

8

6252878

\$144.22

\$1,153.76

Mfg. Part#: TS-12106P-S-L-NC

WILL ADD POLE MOUNT AND UPDATED

12X10X6 at NO additional cost to

Opelika.

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

PURCHASER BILLING INFO

Billing Address:

CITY OF OPELIKA

ACCOUNTS PAYABLE

PO BOX 390

OPELIKA, AL 36803-0390

Phone: (334) 705-5120

Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL

\$173,545.43

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL

\$173,545.43

DELIVER TO

Shipping Address:

CITY OF OPELIKA

STEPHEN DAWE

204 S 7TH ST

OPELIKA, AL 36801

Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Griffin Curcio

(877) 635-6656

grifcur@cdwg.com

LEASE OPTIONS

FMV TOTAL

\$173,545.43

FMV LEASE OPTION

\$4,605.90/Month

BO TOTAL

\$173,545.43

BO LEASE OPTION

\$5,333.05/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

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

STRONG PARTNERSHIP, STRONG SOLUTIONS

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

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

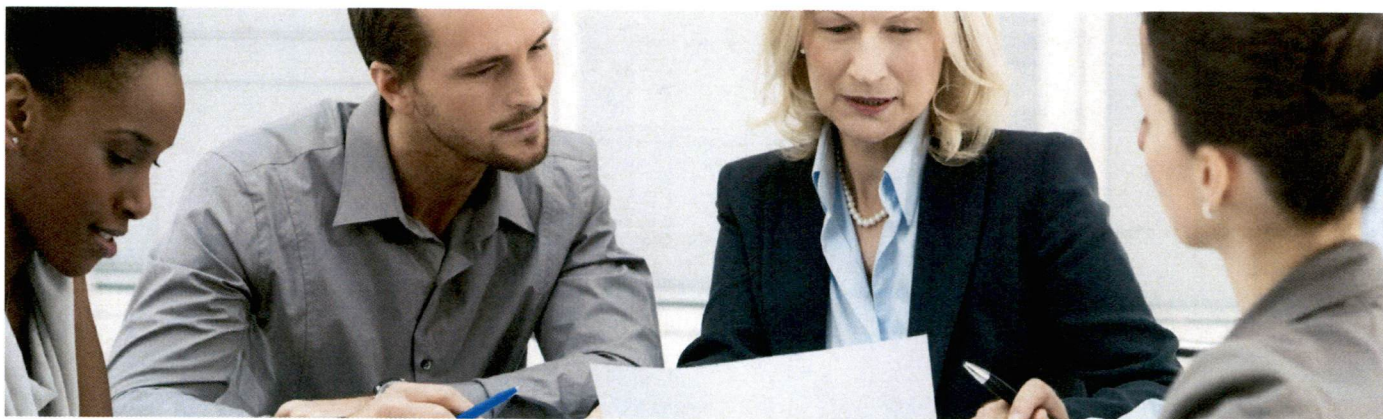
HERE ARE THE BENEFITS OF THE CONTRACT:

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





ALL YOUR IT NEEDS ON ONE AGREEMENT



CONTRACT PURCHASING SIMPLICITY

CDW·G and National IPA offer a competitively solicited and publicly awarded cooperative purchasing agreement for Information Technology Solutions. This agreement features a comprehensive range of technology solutions including:

- Input Devices ▪ Media Supplies ▪ Network Equipment ▪ Printers ▪ Projectors
- Services ▪ Software ▪ Software Licensing ▪ Storage Devices ▪ Systems

To simplify the purchasing process, CDW·G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. CDW·G also brings unmatched levels of service, advice and support from expert teams. Visit CDWG.com/nationalipasolutions for a complete list of products and services available. To simplify your purchase, search by keyword or browse by product category and use the resource links to access other valuable information.

Information Technology Solutions Contract #2018011-01

The National IPA contract portfolio, including the CDW·G agreement, is available to public agencies, educational institutions and agencies for public benefit. There is no fee to participate and no minimum purchase requirements. Register at nationalipa.org; let National IPA and CDW·G solve your resource problems and technology requirements with one agreement.

For more information, contact your CDW·G account manager or National IPA representative today.

RESOLUTION NO. 241-20

Purchase - Scott Safety Air Pack Upgrades - Sole Source - FD.**RESOLUTION NO.** _____

WHEREAS, the Opelika Fire Department desires to purchase Scott Safety Air Pack upgrades;
and

WHEREAS, this is a sole source purchase; and

WHEREAS, Emergency Equipment Professionals, Inc. is the sole vendor; and

WHEREAS, this purchase is coming from Capital Outlay;

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

1. That the purchase be awarded to Emergency Equipment Professionals, Inc.
2. That the Purchasing-Revenue Manager be authorized to a purchase order to Emergency Equipment Professionals, Inc. as a sole source purchase not to exceed \$348,143.00.
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 Fire

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Byron Prather

VENDOR Emergency Equipment Professionals

PRODUCT/SERVICE Scott Safety Cylinders

Estimated annual expenditure for the commodity or service \$ 348,143.00

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

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

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 *[Signature]*
 DEPARTMENT/DIVISION/DATE 10-13-2020

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
 (SIGNATURE/DATE) *[Signature]* 10/13/2020

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



Emergency Equipment Professionals, Inc.

31 Monroe Drive.

Pelham, AL 35124

Phone: 205.685.8200 Toll Free 866.685.8201

Fax: 205.685.8282 Email: info@eeproinc.com

TO: City of Opelika, AL

Emergency Equipment Professionals, Inc. is the only Scott Safety Fire Service product distributor with a physical location in the State of Alabama. EEP is also the only distributor in the state with a service facility and in state service technicians.

Should any further information be needed please contact me at any time. Thank you for your interest in EEP.

Sincerely,

Peter Holden

Peter Holden

Territory Manager

Emergency Equipment Professionals, Inc.

609 Lockwood Street

Auburn, AL 36830

pholden@eeproinc.com

(205) 617-5003 Cell

(334) 209-1816 Fax

RESOLUTION NO. 242-20

Approve Consulting Agreement with Human Resources Management, Inc.

RESOLUTION NO. _____

**RESOLUTION APPROVING HUMAN RESOURCES CONSULTING AGREEMENT
BETWEEN THE CITY OF OPELIKA AND HUMAN RESOURCES MANAGEMENT,
INC.**

WHEREAS, the City of Opelika (the “City”) has identified a need for professional human resources consulting services in the areas of position analysis, executive search and selection; and

WHEREAS, Human Resources Management, Inc., is a full services human resources consulting and executive search company; and

WHEREAS, the City wishes to engage Human Resources Management, Inc., to provide professional services; and

WHEREAS, an Agreement for Human Resources Consulting Services (the “Agreement”) to be entered into between the City and Human Resources Management, Inc., has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the compensation to be paid to Human Resources Management, Inc., shall come from budgeted funds in the Human Resources Department.

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

1. That the City does hereby retain the services of Human Resources Management, Inc., to provide professional consulting services in the areas of position analysis, executive search and selection.
2. That the proposed Human Resources Consulting Agreement to be entered into between the City and Human Resources Management, 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.
3. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.
4. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.
5. That the compensation to be paid to Human Resources Management, Inc., for the services provided under the Agreement and related expenses shall be paid from the Human

Resources Department budget and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. That the Mayor and Human Resources Director are hereby authorized to approve payment of all invoices in accordance with the provisions of this Agreement or as otherwise approved by the City Council.

8. 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

ATTEST:

CITY CLERK

HUMAN RESOURCES CONSULTING AGREEMENT

THIS AGREEMENT for professional services (the “Agreement”) is made and entered into this the ____ day of October, 2020, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter called the “City”) and **HUMAN RESOURCES MANAGEMENT, INC.**, an Alabama corporation (hereinafter called the “Consultant”).

The City and the Consultant hereby agree as follows:

1. Consulting Services.

Subject to the terms and conditions of this Agreement, the City hereby retains Consultant as a consultant and technical advisor to perform the following consulting services:

- (a) Provide assistance services in the area of executive search.
- (b) Provide position analysis.
- (c) Provide selection services, including, but not limited to, candidate identification, resume review and screening, preliminary interviews, detailed reference checks and recruitment reports.

2. Compensation and Reimbursement.

As compensation for Consultant’s professional services performed hereunder, the City agrees to pay to Consultant a sum not to exceed \$36,000 plus reimbursable expenses. The Consultant shall be compensated at the Consultant’s standard hourly rate for professional services plus reimbursement of expenses described below. The Consultant’s standard hourly rates are as follows:

Launch, Search Definition, Preliminary Planning	\$105.00/hour
Finalization, Telephone Interviews, Presentation Services	\$115.00/hour

Expenses, not to exceed \$42,000, shall include such items as advertising, Consultant travel, graphics, postage and Internet searches. The City shall be responsible for all candidate expenses related to on-site interviews. Consultant travel will be billed to the City for actual expenses only.

Consultant shall submit to the City invoices describing services rendered and expenses incurred under this Agreement. The Consultant shall provide any documentation as required by the City. The City shall pay to Consultant invoiced amounts within thirty (30) days after the date of invoice.

3. Term.

This Agreement shall be for a term of three (3) years commencing on the date hereof, subject to earlier termination by City or Consultant as provided below.

4. Termination.

This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation as a result of services actually and satisfactorily performed through the date of termination and for expense reimbursement to the date of termination.

5. Independent Contractor Status.

The parties agree that this Agreement creates an independent contractor relationship not an employment relationship. It is understood and agreed between the parties that this Agreement

is not intended to nor does it create an employment contract before the City, on the one hand, and Consultant and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Consultant is solely and exclusively responsible for the satisfaction of Consultant's own local, state and federal income tax and Social Security withholding that may be applicable to the amounts payable by the City to the Consultant under this Agreement.

6. Indemnification.

The Consultant shall be responsible for its acts of negligence and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions or causes of action to the extent caused by the negligent act of the Consultant, its officers, agents and employees, by reason of performance of this Agreement. This indemnity shall not be construed to require the indemnification of third parties.

7. Confidentiality.

The Consultant agrees to maintain the confidentiality of information that the Consultant may obtain from the City while providing services.

8. Assignment.

The Consultant shall not assign its duties hereunder without the prior written consent of the City.

9. Compliance With Laws.

The Consultant warrants that the services performed hereunder shall be accomplished in compliance with all applicable federal, State and local laws, ordinances, rules, regulations and codes.

10. Insurance.

If the Consultant requires the use of a vehicle in the performance of services under this Agreement, the Consultant shall, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance in amounts acceptable to the City for property damage, bodily injury or death. The Consultant shall provide the City with evidence of such insurance upon request. In addition to workers' compensation as required by law, the Consultant shall carry commercial general liability insurance in the minimum amount of \$1,000,000, covering all of the Consultant's activities related to this Agreement.

11. Nondiscrimination and Equal Opportunity.

The Consultant shall not discriminate on the basis of a person's race, religion, color, natural origin, age, physical or mental handicap or disability, medical condition, marital status, sex or sexual orientation, against any candidate for employment or applicant for any services or programs provided by Consultant under this Agreement. The Consultant shall comply with all applicable federal, state and local laws, policies, rules and requirements related to equal opportunity and nondiscrimination in employment contracting and the provision of any services that are the subject of this Agreement.

12. Records.

The Consultant shall maintain all records or documents relating to services performed under this Agreement for a minimum of three (3) years, or for any longer period required by law. Any documents this Agreement requires Consultant to maintain shall be available for inspection and/or copying at any time during regular business hours upon oral or written request of the City.

13. Governing Law.

The laws of the State of Alabama shall govern this Agreement.

14. Binding Effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

DATE

ATTEST:

RUSSELL A JONES, CITY CLERK

HUMAN RESOURCES MANAGEMENT, INC.

By: _____
ITS

DATE

RESOLUTION NO. 243-20

Approve Agreement with Mark Foster Company for Promotional Testing And Assessment Services for the OFD.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT WITH
MARK FOSTER COMPANY FOR PROMOTIONAL TESTING
AND ASSESSMENT SERVICES FOR THE OPELIKA FIRE DEPARTMENT**

WHEREAS, the City of Opelika (the “City”) has identified a need for professional services in developing, administering and documenting the validity of examination and assessment procedures used for establishing the eligible lists for the ranks of apparatus operator, lieutenant, captain and battalion chief in the Opelika Fire Department; and

WHEREAS, Mark Foster Company provides its clients professional services in the areas of job analysis, test development and validation assessment center design; and

WHEREAS, the City wishes to engage Mark Foster Company to provide professional services in connection with the development of appropriate examination and assessment procedures for the Opelika Fire Department; and

WHEREAS, an Agreement for Professional Services (the “Agreement”) to be entered into between the City and Mark Foster Company has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the compensation to be paid to Mark Foster Company under the Agreement shall come from budgeted funds in the Human Resources Department.

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

1. That the City does hereby retain the services of Mark Foster Company to develop validated promotional testing and assessment procedures for the ranks of apparatus operator, lieutenant, captain and battalion chief in the Opelika Fire Department.
2. That the proposed Agreement to be entered into between the City and Mark Foster Company, 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.
3. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.
4. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

5. That the City Council hereby establishes a total budget for promotional testing and assessment services for the Opelika Fire Department in the sum of \$56,000 including compensation to be paid to Mark Foster Company in an amount of a sum not to exceed \$21,000 and other related expenses in an amount not to exceed \$35,000. Expenses associated with Fire Department promotional testing shall be paid from the Human Resources budget and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. That the Mayor and Human Resources Director are hereby authorized to approve payment of all invoices in accordance with the approved budget for promotional testing in the Fire Department and or as otherwise approved by the City Council.

8. 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

ATTEST:

CITY CLERK

AGREEMENT FOR PROMOTIONAL TESTING AND ASSESSMENT SERVICES FOR THE OPELIKA FIRE DEPARTMENT

THIS AGREEMENT for professional services (the “Agreement”) is made and entered into this the ____ day of October, 2020, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter called the “City”) and **MARK FOSTER COMPANY.,** a Georgia corporation (hereinafter called “MFC”).

The City and MFC, intending to be mutually bound and in consideration of the mutual covenants set out herein, hereby agree as follows:

1. Services to be Provided.

MFC will provide the City with appropriate examination and assessment procedures for the ranks of apparatus operator, lieutenant, captain and battalion chief in the Opelika Fire Department (“OFD”). Subject to the terms and conditions of this Agreement, the City hereby retains MFC as a consultant to perform the following services:

- (a) **Review Existing/Conduct Job Analysis for Target Ranks.**
The starting point for establishing test validity is a job analysis study. The purpose of a job analysis study is to learn as much as possible about the positions for which the tests will be developed and administered. The testing instruments should then be developed from the information provided in the job analysis study. MFC shall review previous job analysis studies for each target rank. These studies will be updated as needed to reflect current job information or new job analysis studies will be conducted if job requirements have changes significantly from the results of the previous studies. Additional information such as the department written directive system, local ordinances and other local conditions as determined should be provided in this initial meeting. A selected group of SMEs may also be asked to review the job analysis information and test materials and test materials prior to administration for applicability to the OFD.
- (b) **Written Exams.**
MFC shall develop one 100-item written exam for each of the ranks of Apparatus Operator and Lieutenant. Materials used to prepare the exam will be based on a mutually agreeable study guide which shall include

OFD policies and professionally accepted standards. The written exams will be administered by MFC. Test materials will be reviewed by Subject Matter Experts (SMEs) for content and relevance to the OFD.

(c) **Assessment Centers.**

MFC will develop three assessment center exercises specifically for each of the target ranks (9 exercises total: 3 for Battalion Chief; 3 for Captain; 3 for Lieutenant). SMEs will review these completed exercises and make recommendations based on local conditions. Dr. Mark Foster of MFC has thirty years of experience developing public safety assessment center exercises. All exercises will comply with division policy and will be based on local conditions and requirements.

Typical exercises include a role play scenario which will take the form of a structured interview with a preparation period. The candidate will be required to review a packet of materials prior to the meeting and then answer questions regarding the problems and recommend solutions. This exercise usually addresses personnel related issues. The second exercise takes the form of an incident command scenario. This exercise requires the candidate to evaluate the basics of a fire scenario and apply division benchmarks to resolve the scene. The third exercise is a written memo that typically tests the candidate's ability to write an after action review of the fire scenario. These are typical exercises and adjustments or variations may be required.

These three types of exercises have been used over the past twenty years and have proven their value in identifying strong leaders. If there are other types of exercise that are more appropriate for OFD, MFC will utilize these as appropriate. MFC will provide written orientation materials to be distributed to all candidates to ensure they have reasonable expectations regarding the process.

(d) **Assessment Center Administration.**

MFC will provide a 6-10 hour assessor training program the day prior to beginning the assessment centers. It is anticipated that the assessment center can process 12-14 candidates per day. The length of the assessment center will be dependent on the number of candidates. Dr. Foster and other qualified staff of MFC will be on-site to administer all phases of the assessment center operation. OFD shall provide housing and per-diem for each assessor during the time that the assessment center is in operation. OFD shall provide housing to not more than two MFC staff while on-site to conduct the assessment centers. MFC and OFD will work together to identify and select qualified assessors to serve on the assessment center panels.

(e) **Delivery of Results.**

MFC shall provide assessment center results to OFD administration within ten days of the completion of the assessment center. The results will be delivered in a fashion agreeable with OFD policy (i.e., banded roster, rank order, etc.).

(f) Feedback to Candidates.

Each candidate that completes the assessment center will receive a confidential feedback letter that details their performance in each job related dimension. From this information the candidate will also be able to compare his/her scores with the candidate pool average.

(g) Technical Support.

In the event that a legal or administrative challenge to the testing process is made within one year of the delivery of the test results, MFC agrees to provide up to sixteen hours of consultation and/or technical support at no additional cost to OFD as part of this scope of work. Thereafter, MFC shall provide consultation and/or technical support at the rate of \$1,500 per day as needed.

The City may choose to accept portions of the above services. The scope of work may be modified to meet the needs of OFD as mutually agreed by the parties.

2. Compliance With Federal Regulatory and Professional Standards.

The services performed hereunder by MFC shall comply with federal regulatory and professionals standards, such as the Uniform Guidelines on Employee Selection Procedures (29 CFR 1607) and the Principles for the Validation and Use of Personnel Selection Procedures. When an examination is completed, the City will be provided with a report that will serve as written documentation of the validity of the testing procedure.

3. City Responsibilities.

The City shall provide six (6) classroom-type rooms to administer the assessment center for each rank. These facilities will be required from 08:00 to 17:00 each day. The City shall provide housing and per-diem for each assessor during the period that the assessment center is in operation. The City shall provide housing to not more than two (2) MFC staff while on-site to conduct the assessment centers.

4. Compensation and Reimbursement.

As compensation for MFC's professional services performed hereunder, the City agrees to pay to MFC the following amounts on a per rank basis:

Battalion Chief: Assessment Center	\$4,500.00
Captain: Assessment Center	\$4,500.00
Lieutenant: Written Exam	\$3,000.00
Lieutenant: Assessment Center	\$4,500.00
Apparatus Operator: Written Exam	\$3,000.00

The cost of classroom facilities and the housing and per-diem for the assessors and MFC staff as noted above is the responsibility of the City. All expenses, including travel expenses for MFC, are included in the above per rank fees with the exception of housing during the assessment center.

MFC shall submit to the City invoices describing services rendered and expenses incurred under this Agreement. The City shall pay to MFC invoiced amounts within thirty (30) days after the date of invoice.

5. Term.

This Agreement shall be for a term of three (3) years commencing on the date hereof, subject to earlier termination by City or MFC as provided below. The time frame for completion of services will be as mutually agreed by the parties.

6. Termination.

This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement of both

parties. In the event of termination, MFC shall stop work immediately and shall be entitled to compensation as a result of services actually and satisfactorily performed through the date of termination and for expense reimbursement to the date of termination.

7. Nondiscrimination and Equal Opportunity.

MFC shall not discriminate on the basis of a person's race, religion, color, natural origin, age, physical or mental handicap or disability, medical condition, marital status, sex or sexual orientation, against any candidate for promotion or for any services provided by MFC under this Agreement. MFC shall comply with all applicable federal, state and local laws, policies, rules and requirements related to equal opportunity and nondiscrimination and the provision of any services that are the subject of this Agreement.

8. Records.

MFC shall maintain all records or documents relating to services performed under this Agreement for a minimum of three (3) years, or for any longer period required by law. Any documents this Agreement requires MFC to maintain shall be available for inspection and/or copying at any time during regular business hours upon oral or written request of the City.

9. Independent Contractor Status.

The parties agree that this Agreement creates an independent contractor relationship not an employment relationship. It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the City, on the one hand, and MFC and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. MFC is solely and exclusively responsible for the satisfaction of MFC's own local, state and federal income tax and Social Security withholding that may be applicable to the amounts payable by the City to the MFC under this Agreement.

10. Confidentiality.

MFC agrees to maintain the confidentiality of information that MFC may obtain from the City while providing services.

11. Assignment.

MFC shall not assign its duties hereunder without the prior consent of the City.

12. Governing Law.

The laws of the State of Alabama shall govern this Agreement.

13. Binding Effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

DATE

ATTEST:

RUSSELL A JONES, CITY CLERK

MARK FOSTER COMPANY

By: _____
MARK FOSTER, ITS PRESIDENT

DATE

Attachment: Consulting Agreement Mark Foster Company 100920 (243-20 : Approve Agreement with Mark Foster Company for Promotional

RESOLUTION NO. 244-20

Approve 1st Ave Street Scape Change Order 1.

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT BETWEEN THE CITY OF OPELIKA AND SOUTH DADE REFRIGERATION AND AIR CONDITIONING FOR THE 1ST AVENUE STREET SCAPE PROJECT

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of September 1, 2020, by and between the City of Opelika, Alabama (the “City”) and South Dade Air Conditioning and Refrigeration, Inc. (SDAC) for the 1st Avenue Street Scape Project; and

WHEREAS, after bidding the project and during the pre-construction phase, SDAC and the City Engineering Department discovered an existing storm drain structure along 1st Avenue within the limits of the Project; and

WHEREAS, the existing storm drain structure is in very poor condition and the City Engineer has determined that it is in the best interest of the City to replace said drainage structure with concrete pipes; and

WHEREAS, Change Order Number 1 to the Contract between the City and SDAC has been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional \$59,149.00 resulting in a new contract amount of \$688,677.90; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of preconstruction investigation for items not contemplated when the plans and

specifications were prepared and bid, and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Contract dated September 1, 2020, between the City and SDAC, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby approved.
2. That the Mayor is hereby authorized and directed to execute Change Order Number 1 in the name and on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

6. 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

CITY OF OPELIKA

CHANGE ORDER

PURCHASE ORDER NUMBER 2005224 **CHANGE ORDER NUMBER** 1

DATE PO ISSUED 9/9/2020 **EFFECTIVE DATE OF CHANGE** 10/20/2020

BID NUMBER TAPAA-TA19 (916) **ACCOUNT NUMBER** -09-9333-098047

DEPARTMENT Engineering

VENDOR/CONTRACTOR

South Dade Air Conditioning and Refrigeration (SDAC)
910 Landline Road
Selma, AL 36701

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

Through preconstruction investigation, the Engineering Department has determined that it is in the best interest of the project to upgrade the current drainage system down North 8th Street. The existing storm drain consist of clay pipes that are anticipated to crumble when they are exposed while the sidewalk replacement of the project. The breakdown of the cost items for this change order are listed below:

206D-000	REMOVING PIPE	225	LIN FT	\$ 23.00	\$ 5,175.00
214A-000	STRUCTURE EXCAVATION	200	CU YD	\$ 30.50	\$ 6,100.00
214B-001	FOUNDATION BACKFILL, COMMERCIAL	40	CU YD	\$ 46.50	\$ 1,860.00
530A-001	18" ROADWAY PIPE (CLASS 3 R.C.)	230	LIN FT	\$ 148.80	\$ 34,224.00
621C	48 INCH MANHOLE	1	EACH	\$ 6,120.00	\$ 6,120.00
621D	48 INCH MANHOLE UNIT	3	EACH	\$ 1,890.00	\$ 5,670.00
				TOTAL	\$ 59,149.00

The Engineering Department has reviewed the water changes and cost and find all of the proposed changes fair and reasonable and within the original scope of the contract. These items will need to be added to the contract with these changes.

ORIGINAL CONTRACT AMOUNT: \$629,258.90

CONTRACT AMOUNT PRIOR CHANGE: \$629,258.90

THIS INCREASE: \$59,149.00

THIS DECREASE: \$0

NEW CONTRACT AMOUNT: \$688,677.90

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF** _____, 2020

GARY FULLER
MAYOR

Attachment: Exhibit "A" --Change Order document (244-20 : Approve 1st Ave Street Scope Change Order 1.)

RESOLUTION NO. 245-20

Approve Contract with Sain Associates, Inc. for Retiming Existing Traffic Signals in Opelika.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES SUBMITTED BY SAIN ASSOCIATES, INC. FOR RETIMING EXISTING TRAFFIC SIGNALS IN OPELIKA.

WHEREAS, professional traffic engineering services are needed in conjunction with retiming existing traffic signals in Opelika (the “Project”); and

WHEREAS, Sain Associates, Inc., (“Sain”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide planning and engineering services for the Project; and

WHEREAS, the City has received a Proposal for Traffic Engineering Services from Sain; and

WHEREAS, the City Council has reviewed the Proposal submitted by Sain and has determined that it is in the best interest of the City to enter into a contract with Sain.

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

1. That the Proposal submitted by Sain Associates, Inc., a copy of which is attached hereto as 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 Proposal.

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

3. That the compensation be paid to Sain Associates under and pursuant to the Proposal shall come from the following sources:

- (a) \$60,000 from Public Works Department Capital budget and
- (b) the balance of \$17,000 from the Unassigned Fund Balance.

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 Sain Associates for the provision of traffic provisioning services as outlined to the Proposal 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



SAIN
ASSOCIATES

WORK AUTHORIZATION

TO: Mike Benz
City of Opelika Public Works
700 Fox Trail
Opelika, AL 36801

FROM: Jeff Stephenson, P.E., PTOE
Team Leader/Transportation

CC: Mike Hilyer

DATE: October 12, 2020

SUBJECT: Signal System Timing Development & Implementation
2nd Avenue, Pepperell Parkway, US-280/Gateway Drive, and Frederick Road
Opelika, AL

PROJECT #: 200250

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

I. GENERAL PROJECT UNDERSTANDING

Sain Associates will provide professional traffic engineering services in conjunction with retiming existing traffic signals in Opelika, AL.

We will develop, field-implement, and fine tune traffic signal system timings along 2nd Avenue, Pepperell Parkway, US-280/Gateway Drive, and Frederick Road – a total of 25 intersections. The intersections included in the signal system timing effort are:

2nd Avenue

1. 2nd Avenue @ 6th Street
2. 2nd Avenue @ 8th Street
3. 2nd Avenue @ 10th Street
4. 2nd Avenue @ Simmons Street

Pepperell Parkway

5. Pepperell Parkway @ Pleasant Drive
6. Pepperell Parkway @ 20th Street
7. Pepperell Parkway @ Thomason Circle
8. Pepperell Parkway @ US-280
9. Pepperell Parkway @ 24th Street
10. Pepperell Parkway @ 30th Street
11. Pepperell Parkway @ Spring Drive
12. Pepperell Parkway @ Airport Road
13. Pepperell Parkway @ Midway Drive
14. Pepperell Parkway @ Veterans Parkway
15. Pepperell Parkway @ Commerce Drive



US-280

16. US-280/Gateway Drive @ Thomason Drive
17. US-280/Gateway Drive @ Hamilton Place
18. US-280/Gateway Drive @ Frederick Road
19. US-280/Gateway Drive @ Tiger Town Parkway
20. US-280/Gateway Drive @ Interstate Drive
21. US-280/Gateway Drive @ I-85 NB
22. Gateway Drive @ Capps Landing

Frederick Road

23. Frederick Road @ Enterprise Drive
24. Frederick Road @ Corporate Park Drive
25. Frederick Road @ Cunningham Drive

II. DETAILED SCOPE OF SERVICES

We propose to complete this project via the following tasks:

1. We will collect traffic counts within each corridor for specific time periods during the week and on the weekend. We will collect 96-hour (Thursday-Sunday) bi-directional traffic counts at up to five locations covering one or more defined segments in each corridor. We will use these traffic counts to determine typical weekday and typical weekend peak hours. We will collect weekday morning, weekday midday, weekday afternoon, and Saturday peak hour turning movement traffic counts at each of the 25 intersections, using the 96-hour traffic counts to determine which hours to count.
2. We will travel to Opelika to perform an inventory of existing traffic signal equipment and existing signal timing information for each corridor. We will make visual observations of any equipment that is malfunctioning or operating improperly and communicate that to you. Any existing inventory or documentation of equipment issues that can be provided by you would be useful in our efforts.
3. While we are performing our inventory, we will conduct travel time runs during the weekday and Saturday peak periods to collect travel speed, number of stops, and other information for the purposes of calibrating our analysis model.
4. We will develop an analysis model of existing weekday peak hour conditions and compare this model to our field observations from Tasks 2 and 3.
5. Once we have validated the existing conditions models, we will develop up to six signal timing plans for each corridor (morning, midday, afternoon, Saturday, and up to two off peak plans). We will provide these timing plans to you for review and approval prior to field implementation.
6. Once you have reviewed and approved the proposed timing plans, we will travel to Opelika to field-implement and fine tune the timing plans we developed in Task 5.
7. Upon successful field-implementation of timing plans, we will perform additional travel time runs during the weekday and Saturday peak periods to collect the same data as indicated in Task 3 and compare results.
8. We will summarize our findings in a brief report document and submit that to you for review and approval. We will also provide you with an electronic copy of final signal timings and the final analysis models.



III. **SCOPE OF SERVICES NOT INCLUDED**

The following services are excluded from this scope of work:

- Traffic counts, other than those specified in this document
- Traffic signal warrant/removal warrant evaluations
- Traffic signal design
- Engineering design & surveying
- Advertising, construction engineering & inspection

If any of these services become necessary as the project progresses, we can prepare an amendment to this work authorization to perform additional services, with your authorization.

IV. **BUDGET**

As shown below; includes reimbursable expenses (i.e. printing, shipping, and travel).

Signal System Timing (Incl. Traffic Counts @ \$14,155) Lump Sum \$77,000

V. **STATUS**

We are available to start work immediately upon receipt of NTP from you.

VI. **TERMS AND CONDITIONS**

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

VII. **PROPOSAL LIMITATIONS**

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Signal System Timing Development & Implementation – Opelika, AL
 Work Authorization – SA #200250
 October 12, 2020
 Page 4



Sincerely,

SAIN ASSOCIATES, INC.

Jeffrey D. Stephenson

Jeff Stephenson, P.E., PTOE
 Team Leader/Transportation
 AL PE# 25129

OFFERED:

SAIN ASSOCIATES, INC.

By: Jim Meads, P.E.
 President/CEO
 AL #17294

By: *James A. Meads*
 Authorized Representative

October 12, 2020

Date

APPROVED:

CITY OF OPELIKA, AL

By: _____
 Printed name, Title

 Authorized Representative

 Date

Enclosures: Terms & Conditions, (Sch. 2020)

Attachment: 200250 Opelika Signal Timings WA 2020.10.12 (245-20 : Approve Contract with Sain Associates, Inc. for Retiming Existing Traffic

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:	
Principal	\$180.00 - \$250.00 per Hour
Engineer/Planner	\$98.00 - \$144.00 per Hour
Senior Engineer	\$150.00 - \$200.00 per Hour
GIS Professional	\$120.00 per Hour
Designer	\$82.00 - \$117.00 per Hour
Surveyor	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person)	\$90.00 per Hour
Survey Crew (1-Person + Robot)	\$140.00 per Hour
Survey Crew (2-Person)	\$140.00 - \$160.00 per Hour
Survey Crew (3-Person)	\$180.00 - \$195.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 - \$75.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are ~~not~~ included within our basic fee ~~and will be passed along to you at our cost, plus 10%.~~

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Sain will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Sain may elect to seek assistance in collection of accounts in excess of 120 days in which case you will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. We reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2020.1

Attachment: 200250 Opelika Signal Timings WA 2020.10.12 (245-20 : Approve Contract with Sain Associates, Inc. for Retiming Existing Traffic



RESOLUTION NO. 246-20

Authorize Agreement with GovtPortal for Municipal Court to Charge Credit Card Payment Processing Fees.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MUNICIPAL COURT TO ACCEPT CREDIT CARDS FOR THE PAYMENT OF FINES AND COSTS, IMPOSING A PROCESSING FEE UPON THE PERSON MAKING PAYMENT BY CREDIT CARD AND APPROVING AGREEMENT WITH GOVTPORTAL FOR CREDIT CARD PROCESSING AND ELECTRONIC PAYMENT SERVICES

WHEREAS, the City of Opelika, Alabama (the “City”) maintains and staffs the Opelika Municipal Court for the purpose of providing enforcement of traffic offenses, municipal ordinance violations and state misdemeanor offenses; and

WHEREAS, pursuant to Rule 41(A), Alabama Rules of Judicial Administration (ARJA), the Municipal Court may accept credit cards for the payment of fines and court costs; and

WHEREAS, the process of payment by credit cards must comply with §41-1-60, *Code of Alabama*, 1975; and

WHEREAS, pursuant to Rule 41(B), ARJA, the City Council may impose a transaction or processing fee upon the person making payment by credit card to wholly or partially offset, but not to exceed, the amount of any discount or administrative fee charged to the City by the credit card processing company and/or credit card issuer; and

WHEREAS, the City desires to contract with GovtPortal, LLC (“GovtPortal”) for the purpose of providing debit/credit card processing and electronic payment services; and

WHEREAS, a proposed Application for Electronic Payment Services (the

“Application”) has been prepared and submitted to the City Council by GovtPortal for approval; and

WHEREAS, the City Council elects to pass to the credit card holder the 3.5% transaction fee for each debit/credit card transaction (both online and face-to-face credit card transactions) as allowed by Rule 41(B), ARJA.

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

1. That the Municipal Court may accept debit/credit cards for the payment of fines and costs.
2. That the proposed Application for Electronic Payment Services as submitted by GovtPortal is hereby approved by the City Council.
3. That the Mayor is hereby authorized and directed to execute and deliver said Application in the name and on behalf of the City.
4. That the Mayor is hereby authorized and directed to execute and deliver such ancillary documents, applications, addendums, agreements, contracts, schedules, attachments and exhibits as necessary to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.
5. That the 3.5% processing fee charged by GovtPortal for each debit/credit card transaction shall be passed directly to the card holder. Credit card processing fees shall be taxed as costs when costs are taxed by the court. The City shall be responsible for hardware costs, if any, for reading card chips for face-to-face transactions.

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

7. The Municipal Court Clerk shall keep and maintain an accurate record of all fines and costs collected in accordance with procedures approved by the Administrative Office of Courts.

8. 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

EXHIBIT A

Thank you for taking the time to consider **GovtPortal**. We are a Payment Technology company who works specifically with local and county governments. Our technology allows us to work within multiple city departments including: utilities, court, parks and recreation, taxes, business licenses, etc. Our payment solution is in well over 800 cities/counties throughout the United States. All of our payments are fully integrated with MSG, eliminating the process of manual data entry.

In quick review, here are some brief highlights of the key features of our program:

- We now offer our cities the ability to accept credit cards through our online portal and through our Virtual Terminal (**allows for face to face card acceptance at the window**).
- We charge the resident a 3.5% (\$2.00 minimum) transaction fee for both Online and Face-to-Face transactions (this is roughly half of what the competition charges the violator/resident).
- The City/County incurs \$0 in processing cost for this program (we charge the card holder not the city).
- There are no start-up costs or hardware costs associated with this program (we provide the MSR card reader for **FREE**).
- We guarantee the payments to the City/County.
- There are no Contracts or Early Termination Fees.
- All payments made will auto populate in I-Plow, and the municipality can access these payment inside of Govt Portal as well.
- How the Payments Are Routed
 - 3.5% will be charged to the defendant, and fees will never go into the municipality's bank account. Fees are deposited into escrow where the processing bank deducts their fees.
 - After a batch has settled, funds will be deposited into the bank account on file within 2 business days. You will receive a email batch report at the close of each day that you accept payments to help you reconcile
- The records to be assessed that are necessary to notify the defendant of amounts due will all be accessed through MSG only.

Whereas the City of Opelika municipal court wishes to continue to accept credit payments for fines and fees;

Whereas the Municipal Court wishes to integrate these payments directly into its software systems;

Whereas the Municipal Court must pass credit card process fees onto the payee as fine must be collected completely; and

Whereas the Municipal Court must account correctly for all fines collected; now, therefore, be it

Resolved, the City of Opelika Municipal Court:

1. Enter into an agreement with GovtPortal for credit card payment processing
2. Transaction fees will be at 3.5% (\$2.00 Minimum) for both Online and Face to Face transactions
3. The City will incur \$0 in processing costs for this program
4. The City is responsible for hardware costs if any for reading card chips for face to face transactions.

RESOLUTION NO. 247-20

Weed Abatement Assessment - Williamson Ave.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
Williamson Ave, Parcel No. 017.000**

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WHEREAS, the weed nuisance growing upon or in front of the property located at Williamson Avenue, parcel no. 017.000 has been removed as provided for and required by law: and

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

WHEREAS, the 20th day of October, 2020 at 7:00 p.m. in the Municipal Court Building in the

Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

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

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

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$213.24 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: Williamson Avenue, Parcel no. 017.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-19-1-000-017.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of

the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____ day of _____, 2020.

President of the City Council
City of Opelika, Alabama

Attest:

Russell A Jones

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: September 21, 2020

**To: Tree Designation LLC
226 Ashton Ln
Auburn Al. 36830**

**Property Address:
Williamson Avenue**

Parcel # 10-04-19-1-000-017.000

On September 2, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.90</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>213.24</u>

Attachment: Weed Abatement Invoice - Williamson Ave (247-20 : Weed Abatement Assessment - Williamson Ave.)

RESOLUTION NO. 248-20

Weed Abatement Assessment - 411 S 4th St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
411 S 4th St., Parcel No. 028.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 411 S 4th St., parcel no. 028.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 411 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 20th day of October, 2020 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$147.09 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 411 S 4th St., Parcel no. 028.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-028.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ 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

WEED ABATEMENT INVOICE**Date: 09/21/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000**

On September 4, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>133.75</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>147.09</u>

Attachment: Weed Abatement Invoice 411 S 4th St. (248-20 : Weed Abatement Assessment - 411 S 4th St.)

RESOLUTION NO. 249-20

Weed Abatement Assessment - 504 S 4th St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
504 S 4th St., Parcel No. 104.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 504 S 4th St., parcel no. 104.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 504 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 20th day of October, 2020 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$513.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 504 S 4th St., Parcel no. 104.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-104.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ 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

WEED ABATEMENT INVOICE**Date: 09/21/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000**

On September 4, 2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>500.00</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>513.34</u>

Attachment: Weed Abatement Invoice 504 S 4th St. (249-20 : Weed Abatement Assessment - 504 S 4th St.)

RESOLUTION NO. 250-20

Weed Abatement Assessment - 1733 1st Ave.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1733 1st Ave, Parcel No. 073.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1733 1st Ave, parcel no. 073.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1733 1st Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 20th day of October 2020 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and

opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$190.50 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1733 1st Ave, Parcel no. 073.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-2-000-073.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the ____ 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

WEED ABATEMENT INVOICE**Date: 09/24/2020****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 43-09-06-13-2-000-073.000**

On 09/4/2020 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>\$ 176.90</u>
Certified mail:	<u>\$ 13.60</u>
Misc.	<u> </u>
Total	<u>\$ 190.50</u>

Attachment: Weed Invoice 1733 1st Ave (250-20 : Weed Abatement Assessment - 1733 1st Ave.)

RESOLUTION NO. 251-20

Annual Appropriation Contract FY2021 with American Red Cross.**RESOLUTION NO. _____**

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the American Red Cross - East Alabama Chapter, a copy of which is hereto

attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

Agreement

This agreement is made and entered into this 1st day of October 2020 between **The American Red Cross, Central/East Alabama Chapter**, a non-profit organization, hereinafter referred to as "Agency" and **City of Opelika**, a municipal corporation, hereinafter referred as "City" shall be binding for the period of October 1, 2020 through September 30, 2021.

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

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

The **Agency** shall use funds from the **City** for the reasons stated above. The **City** shall pay the **Agency** the sum of \$10,000 for the budget year October 1, 2020 through September 30, 2021 with said sums to be paid quarterly commencing October 2020. This agreement shall be binding upon the hereto, their successors and assigns.

American Red Cross, Central/East Alabama Chapter

Non-Profit Organization



Kelly Hodges, Executive Director

City of Opelika

Municipal Corporation

Gary Fuller, Mayor

RESOLUTION NO. 252-20

Annual Appropriation Contract FY2021 with Art Haus.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Art Haus, a copy of which is hereto attached as Exhibit "A", be and the same

is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Art Haus, and retain one copy.

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 - Treasurer

STATE OF ALABAMA)

:

CONTRACT FOR SERVICES

COUNTY OF LEE)

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the ART HAUS, a 501(c)(3) corporation, hereinafter referred to as "ART HAUS", on this the 30 day of September, 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. During the term of this contract, ART HAUS agrees to provide the following services :
 - Conduct artistic events for the citizens of Opelika
 - Educate Opelika Students in various forms of art
3. As compensation for the services rendered hereunder, the City agrees to pay to the ART HAUS, for the term of this agreement the sum of \$5,000.00 payable in a 4 quarterly payments of \$1250.00. The first payment due by October 30, 2020. The second payment due by January 31, 2021, the third payment due by March 31, 2021 and the fourth and final payment due by June 30, 2021.
4. In the performance of its obligation hereunder, the ART HAUS shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. The ART HAUS agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. The ART HAUS agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. The ART HAUS in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by the ART HAUS are performed, but on the contrary, ART HAUS shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. ART HAUS agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed

their seals, this the _____ day of _____, 2020.

CITY OF OPELIKA, ALABAMA

A municipal corporation

BY: _____

Gary Fuller

Mayor

ATTEST:

Russell A. Jones
City Clerk - Treasurer

ART HAUS

BY: _____



ATTEST:

RESOLUTION NO. 253-20

Annual Appropriation Contract FY2021 with Christian Care Ministries.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Christian Care Ministries (CCM), a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Christian Care Ministries, and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Christian Care Ministries, a 501(c)(3) corporation, hereinafter referred to as "CCM", on this the 14th day of OCTOBER, 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. During the term of this contract, CCM agrees to provide the following services:
 - Distribution of food and clothing.
 - Hot Meals through the Soup Kitchen.
3. As compensation for the services rendered hereunder, the City agrees to pay to CCM, for the term of this agreement the sum of \$ 3000.00 payable in lump sum upon approval and execution of this contract.
4. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. CCM agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. CCM agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. CCM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by CCM are performed, but on the contrary, CCM shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. CCM agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. CCM shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

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

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Russell Jones
City Clerk - Treasurer

Christian Care Ministries

BY: Tom Tippet
Tom Tippet
President

ATTEST:

Larry G. Kue
Witness

RESOLUTION NO. 254-20

Annual Appropriation Contract FY2021 with Domestic Violence Intervention Center.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Domestic Violence Intervention Center, a copy of which is hereto attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Downtown Redevelopment Authority, and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Domestic Violence Intervention Center, a 501(c)(3) corporation, hereinafter referred to as "DVIC", on this the 30 day of September, 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October 2020 and ending the 30th day of September 2021.
2. During the term of this contract, DVIC agrees to provide the following services.
 - 24-hour crisis line
 - emergency shelter
 - emergency hotel stays
 - support groups
 - child advocacy
 - legal advocacy
 - counseling
 - case management
 - emergency clothing and food assistance
 - community referrals
3. As compensation for the services rendered hereunder, the City agrees to pay to DVIC, for the term of this agreement the sum of \$4,500.00 payable in lump sum upon approval and execution of this contract.
4. In the performance of its obligation hereunder, DVIC shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. DVIC agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. DVIC agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. DVIC in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City but, shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by ODRA

are performed, but on the contrary, ODRA shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. DVIC agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. DVIC shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the 30 day of September, 2020.

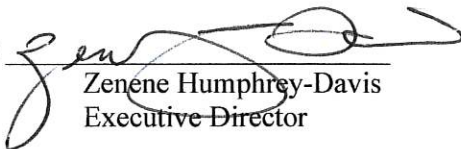
CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

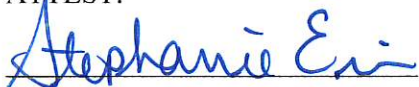
ATTEST:

Russell A. Jones
City Clerk

Domestic Violence Intervention Center

BY: 
Zenene Humphrey-Davis
Executive Director

ATTEST:


Stephanie Eri

RESOLUTION NO. 255-20

Annual Appropriation Contract FY2021 with East Alabama Services for the Elderly.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the East Alabama Services for the Elderly, Inc. (EASE), a copy of which is hereto

attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

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 - Treasurer

AGREEMENT

This agreement made and entered into this 8th day of October 2020 between **East Alabama Services for the Elderly, Inc.**, an Alabama non-profit corporation, hereinafter referred to as “**Agency**” and the **City of Opelika**, a municipal corporation, hereinafter referred to as “**City**”, shall be binding for the period October 1, 2020 through September 30, 2021.

The **City** has approved an appropriation in the amount of \$7,500 for the **Agency**. The **Agency** provides multiple services to the elderly and/or disabled, and these monies will be used to offset the expenses involved in our mission to promote the health, safety, and social welfare of this target population in the City of Opelika, Alabama.

The **City** shall pay to the **Agency** the sum of \$7,500 for budget year October 1, 2020 through September 30, 2021. The payments will be disbursed quarterly, and after all agreements and resolutions have been executed. The **Agency** shall use funds from the **City** for the reasons stated above.

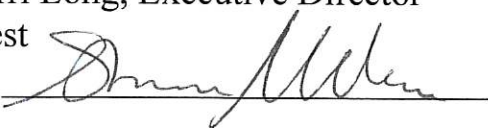
The **Agency** shall use funds from the **City** for the reasons stated above.

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

East Alabama Services for the Elderly, Inc.
Non-profit Corporation

City of Opelika
Municipal Corporation



Sherri Long, Executive Director
Attest
By: 

Gary Fuller, Mayor
Attest
by: _____

RESOLUTION NO. 256-20

Annual Appropriation Contract FY2021 with Employer's Child Care Alliance.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Employer's Child Care Alliance, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Employer's Child Care

Alliance, and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

President City Council
City of Opelika, Alabama

Attest:

Russell A. Jones
City Clerk - Treasurer



Employers' Child Care Alliance
City of Opelika
Contract

As a partner of the Employers' Child Care Alliance, the City of Opelika will invest \$6,000 in the Alliance to support the implementation of the projects for the 2020-2021 fiscal year. (October 1, 2020-September 30, 2021)

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

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


Tammy L. Morgan, ECCA Manager
Child Care Resource Center

Mayor Gary Fuller
City of Opelika

RESOLUTION NO. 257-20

Annual Appropriation Contract FY2021 with Envision Opelika Foundation, Inc.

RESOLUTION NO. _____

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

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Envision Opelika Foundation, Inc., a copy of which is hereto attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Envision Opelika Foundation Inc., and retain one copy.

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 - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND ENVISION
OPELIKA FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and Envision Opelika Foundation, Inc., a non-profit corporation, herein after referred to as "Envision Opelika", as of this _____ day of October, 2020.

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

1. The term of the agreement shall be for a period of one year commencing October 1, 2020 and ending at midnight on September 30, 2021.
2. Envision Opelika agrees to provide the city with the following services:
 - a. Envision Opelika will support local civic groups by promoting projects to benefit the public interest, including, but not limited to the renovations of the former Miriam S. Brown School.
 - b. Envision Opelika will provide the framework to raise and invest funds with respect to the renovation of the former Miriam S. Brown School.
 - c. Envision Opelika will support and assist the Character Council to accomplish goals.
 - d. Envision Opelika will establish and support a freedom from poverty program using the Circles USA framework.
 - e. Envision Opelika will assist donors in achieving their philanthropic goals for the betterment of Opelika.
 - f. Envision Opelika will support the initial goals of the Envision Opelika Foundation as well as other community projects.
 - g. Envision Opelika will promote the revitalization of downtown.
 - h. Envision Opelika will provide the framework for first class pre-k classes.
 - i. Envision Opelika will work to achieve green spaces, recreational spaces, pedestrian and bicycle trails ,including the newly established Creekline Trails of Opelika.
3. As compensation for services rendered hereunder, the City agrees to pay or provide

Envision Opelika Foundation, Inc.

funds with which to pay Envision Opelika for a term of one year commencing October 1, 2020 the sum of twenty thousand (\$20,000) dollars (U.S.), payable in one lump sum on or before October 30, 2021.

4. Notwithstanding of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of Envision Opelika, and shall not be deemed liable for any debts or obligations incurred by Envision Opelika nor shall the city be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of Envision Opelika nor shall Envision Opelika at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.

5. Envision Opelika, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by Envision Opelika, provided for herein, are performed, but on the contrary, Envision Opelika shall be wholly responsible.

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

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

8. Envision Opelika agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:

- a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
- b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
- c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit Envision Opelika from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.

Envision Opelika Foundation, Inc.

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

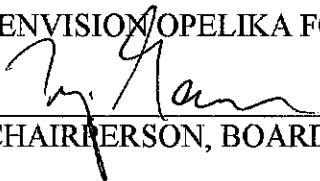
11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2020

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE ENVISION OPELIKA FOUNDATION, INC. A NON-PROFIT CORPORATION

BY 
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:


ITS EXECUTIVE DIRECTOR

RESOLUTION NO. 258-20

Annual Appropriation Contract FY2021 with J.W. Darden Foundation, Inc.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the J. W. Darden Foundation Inc., a copy of which is hereto attached as Exhibit

“A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

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 - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE J. W. DARDEN FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the J. W. Darden Foundation, Inc., a non-profit corporation, herein after referred to as the "Darden Foundation", as of this _____ day of _____, 2020.

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

1. The term of the agreement shall be for a period of one (1) year commencing October 1, 2020 and ending September 30, 2021. At the end of each year this contract may be renewed by mutual agreement between parties.
2. The Darden Foundation agrees to provide the city with the following services:
 - a. Provide an organization through which the beautiful, historical home and the legacy of Dr. and Mrs. J. W. Darden can be preserved and maintained for the citizens of Opelika.
 - b. As a non-profit foundation and in keeping with the legacy of Dr. J. W. Darden, the first African American Physician in Opelika, provide the facility for a Wellness Clinic that is operational, at this time, under the supervision of the EAMC Parish Nurse Program and the Auburn University School of Nursing and is open once a week for health screenings and health monitoring.
 - c. As a non-profit, provide the facility and facilitate the programming for health education programs through the Parish Nurses and area physicians, thereby promote healthy life styles with the attempt to decrease health care costs in our community.
 - d. As a non-profit, maintain referral services for the people using the screening services.
 - e. As a non-profit, promote and instill the social graces and leadership characteristics in young people that were exemplified by Dr. and Mrs. J. W. Darden.
 - f. As a non-profit foundation, provide an organizational framework to assist donors in achieving their philanthropic goals directed toward the accomplishment of the Darden Foundation's mission and its goals.

3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Darden Foundation for a term of one (1) year commencing October 1, 2020, the sum of five thousand (\$5,000) dollars (U.S.), payable in equal quarterly installments on or before the 10th day of the month in the months of December, March, June, and September.
4. Notwithstanding any of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of the Darden Foundation, and shall not be deemed liable for any debts or obligations incurred by the Darden Foundation nor shall the City be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Darden Foundation nor shall the Darden Foundation at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
5. The Darden Foundation, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by the Darden Foundation, provided for herein, are performed, but on the contrary, the Darden Foundation shall be wholly responsible.
6. The Darden Foundation shall not transfer or assign this agreement or license of any of the rights or privileges granted herein without the prior written consent of the City.
7. The Darden Foundation agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Darden Foundation, the City may at its option terminate and cancel this agreement.
8. The Darden Foundation agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:
 - a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
 - b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Darden Foundation from attempting to secure

legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.

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

11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2020

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE J.W. DARDEN FOUNDATION, INC.,
A NON-PROFIT CORPORATION

BY 
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:


ITS TREASURER

RESOLUTION NO. 259-20

Annual Appropriation Contract FY2021 with Keep Opelika Beautiful, Inc.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Keep Opelika Beautiful, Inc., a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Keep Opelika Beautiful,

Inc., and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA
COUNTY OF LEE

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA

AND

KEEP OPELIKA BEAUTIFUL, INC.

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, (hereinafter referred to as City), and Keep Opelika Beautiful, Inc., a non-profit, benevolent, corporation incorporated the eighth day of January 1997, (hereinafter referred to as Keep Opelika Beautiful), as of this first day of October, 2020:

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

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2020, and ending September 30, 2021; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

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

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

- (c) Through its Beautification Committee it will create a spirit of community and pride by awarding and recognizing outstanding efforts in individual and neighborhood beautification and improvement to the nature surroundings in the City. Yard of the Year Awards will be presented at City Council meetings. Keep Opelika Beautiful will continue to enhance the City's Azalea and Dogwood Trail.
- (d) Keep Opelika Beautiful will coordinate all meetings and activities of the Opelika Tree Commission. Keep Opelika Beautiful will assist the city in maintaining Tree City, working with tree inventory and removal attending Alabama Urban Forestry Association annual conference.
- (e) Keep Opelika Beautiful will continue to coordinate the Opelika Recycle & Shred Day for all residents of Opelika.
- (f) Continue education and maintaining a litter prevention program utilizing the Keep America Beautiful System, a behavioral approach to changing attitudes and habits about proper solid waste handling. Keep Opelika Beautiful will continue to offer the annual Citywide Cleanup.
- (h) Through its Education Committee Keep Opelika Beautiful will continue to expand its Clean Campus program, with involvement of all City schools during the 2020-2021 school year. Keep Opelika Beautiful also participates in school sponsored events such as America Recycled Day, Arbor Day and Earth Day.
- (i) Through its Executive Director assist the Mayor and City Council in public relations effort for the City insofar as it relates to environmental questions and citizen concerns in the City. The Executive Director will continue to speak to various businesses and civic organizations. Keep Opelika Beautiful will continue to assist the City Engineer and other staff with ADEM reports, including Storm Water Management.

- (j) Keep Opelika Beautiful continues to assist City of Opelika Environmental Services Department with recycling education and school recycling.
- (k) Keep Opelika Beautiful will continue to partner with Opelika City School, Auburn University and Food Bank of East Alabama in increasing attendance and awareness of O Grows.

3. As compensation for the services to be rendered by Keep Opelika Beautiful, the City of Opelika agrees to pay or provide funds with which to pay Keep Opelika Beautiful during the fiscal year commencing October 1, 2020 and ending September 30, 2021, the sum of thirty-eight thousand (\$38,000) dollars.

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

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

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

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

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

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

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

WITNESS OUR HANDS AND SEALS THIS _____ day of _____, 2020.

By _____

MAYOR OF THE CITY OF OPELIKA

SEAL

ATTEST:

By _____

CLERK OF THE CITY OF OPELIKA

By Bama C. Head

PRESIDENT, KEEP OPELIKA BEAUTIFUL, INC.

SEAL

ATTEST:

By [Signature]

TREASURER, KEEP OPELIKA BEAUTIFUL, INC.

RESOLUTION NO. 260-20

Annual Appropriation Contract FY2021 with Lee County Youth Development Center, Inc.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Lee County Youth Development Center, Inc., a copy of which is hereto

attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA

COUNTY OF LEE

AGREEMENT

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

Statement of Background Information

1. Agency is a non-profit corporation located in the City of Opelika, Alabama, currently performing services for certain citizens of the City of Opelika.
2. Agency has requested a budget appropriation in the amount of \$35,000 from the City to be used as specifically set forth on Exhibit "A" attached hereto and made a part hereof by reference.
3. City has informed Agency that said funds can only be used for those services set forth on Exhibit "A" and for no others and that in the event that Agency fails to comply with the terms and conditions of this Agreement, Agency shall refund to City all sums not spent in accordance with Exhibit "A" for approved services.

STATEMENT OF AGREEMENT

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

1. City shall pay to Agency the sum of \$ 35,000 for budget year October 1, 2020 through September 30, 2021 with said payments to be paid as follows:
Equal payments of \$8,750.00 to be made quarterly.

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

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

4. City shall only be *conditionally* obligated (based on the City achieving the budgeted 2020-2021 revenue projections) to contribute said funds for the budget year set forth above; however, Agency may submit a written request to City for funding for subsequent budget years with said request to be submitted in writing to City no later than June 30 of each subsequent year. In no event shall City be obligated to appropriate additional monies to Agency.

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

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

CITY OF OPELIKA, ALABAMA,
a municipal corporation

BY: _____
Its _____

ATTEST:
By: _____
Its _____

Lee County Youth Development Center
a non-profit corporation

BY: [Signature]
Its Executive Director

ATTEST:
BY: Cora N. Adams
Its Employment Coordinator

EXHIBIT A

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

Specific Services*

1. Project Uplift Volunteer Program

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

2. In-School Prevention

- a. Children in Self-Care - "Home Alone" Training for all 4th graders in the Opelika City Schools targeting those who have no adult supervision from 3:00 to 6:00 p.m.
- b. Provide abstinence-only education for all 7th through 10th graders in Opelika City Schools.

*Following all adapted protocols in light of the Covid 19 Pandemic

RESOLUTION NO. 261-20

Annual Appropriation Contract FY2021 with Museum of East Alabama.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Museum of East Alabama, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Museum of East Alabama, and

retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

CONTRACT FOR SERVICES

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

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

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

- 1) The term of the agreement shall be for a period of one year commencing on: October 1, 2020 and ending September 30, 2021.

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

- 2) Museum agrees to provide the city with the following services:
 - (a) To collect any material, equipment or personal property, which will help illustrate the history of East Alabama, including but not limited to its exploration, settlement, and development.
 - (b) Preserve the historical records of significant events, which have occurred in the East Alabama area.
 - (c) Operate and maintain public facilities in both downtown Opelika and other areas which have been deeded to the Museum of East Alabama for exhibition of historical artifacts of the City and East Alabama.
- 3) The facilities of the museum shall be open and available to the public during established business hours

Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2020-9/30/2021

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

Thirty Thousand Five Hundred dollars (\$30,500), payable in quarterly installments of:

Seven thousand six hundred twenty five dollars (\$7,625) each.

- 5) In the event the museum should dissolve, liquidate or discontinue its operations, the city will accept all properties and exhibits of the Museum and preserve such properties as historical artifacts of the city, and the property of the Museum shall revert back to the City.
- 6) Notwithstanding any of the provisions of this agreement, it is agreed that the city has no financial interest in the business of the Museum and shall not be liable for any debts or obligations incurred by Museum, nor shall the City be deemed to be partner, joint venture, or other wise interested in the assets of the Museum, nor shall Museum at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.
- 7) Museum in performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or the manner in which the services by Museum, provided for herein, are performed, but on the contrary, Museum shall be wholly responsible therefore.
- 8) Museum shall not transfer or assign this agreement or license or any or the rights or privileges granted herein without prior written consent of the City.
- 9) Museum agrees to comply with all local, state and federal laws while performed under this agreement.
- 10) Museum agrees that it shall not use any of its own funds for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika.
- 11) Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2020-9/30/2021

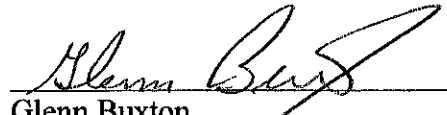
Page 3

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

WITNESS our hands and seals this ____ of _____ 2020

BY: its Mayor, The City of Opelika

ATTEST: City Clerk, The City of Opelika



Glenn Buxton
Executive Director, Museum of East Alabama

RESOLUTION NO. 262-20

Annual Appropriation Contract FY2021 with One Voice Shelter Coalition.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the One Voice Shelter Coalition, a copy of which is hereto attached as Exhibit

“A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

C. E. “Eddie” Smith, Jr.
President of the City Council1
City of Opelika, Alabama

Attest:

Russell A. Jones
City Clerk - Treasurer

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND ONE VOICE SHELTER COALITION

THIS CONTRACT is made and entered into by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the "City") and **ONE VOICE SHELTER COALITION**, a non-profit organization (hereinafter referred to as "One Voice").

For and in consideration of the mutual covenants hereinafter contained, the parties hereby covenant, agree and bind themselves as follows:

1. **Term.** The term of this Contract shall be for a period of one (1) year commencing October 1, 2020 and ending September 30, 2021. At the end of each year, this Contract may be renewed by mutual agreement between the parties.
2. **Scope of Services.** One Voice agrees to provide the City with the following services:
 - (a) One Voice Shelter Coalition will provide services for women with and without children that need shelter.
 - (b) One Voice shall provide services up to six months, allowing the individuals' time to secure permanent housing.
 - (c) One Voice shall provide educational programs, computer skills, mentorships, job training through a partnership with Southern Union, and other skills as needed to become a contributing member of society.
3. **Compensation for Services.** As compensation for the services rendered hereunder, the City agrees to pay to One Voice the sum of \$10,000.00 after October 1, 2020.
4. **One Voice Responsibility.** Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest of the One Voice and shall not be liable for any debts or obligations incurred by One Voice, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of One Voice, nor shall One Voice at any time use the name or the credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever. One Voice shall be solely responsible for the complete operation of its programs and activities and for the conduct of all of its employees, volunteers, invitees, members, participants and other persons under One Voice's supervision and control. One Voice shall be responsible for providing, at its sole cost and expense, all equipment, furnishings and supplies needed in the operation of its programs and activities. One Voice agrees to provide adequate staffing to carry out its obligations under this Contract.
5. **Independent Contractor Status.** One Voice in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or the manner in which services by One Voice are provided herein, but on the contrary, One Voice shall be wholly responsible therefor.
6. **Assignment.** One Voice shall not assign or transfer this Contract or any rights or privileges granted herein without the prior written consent of the City.
7. **Compliance with Laws.** One Voice agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

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

9. Prohibited Activities. One Voice agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika. One Voice shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap.

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

11. Governing Law. The validity of this Contract and its terms and provisions as well as rights and duties of the parties hereunder shall be governed by the laws of the State of Alabama.

12. Entire Agreement. The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed and have caused this Agreement to be dated as of _____, 2020.

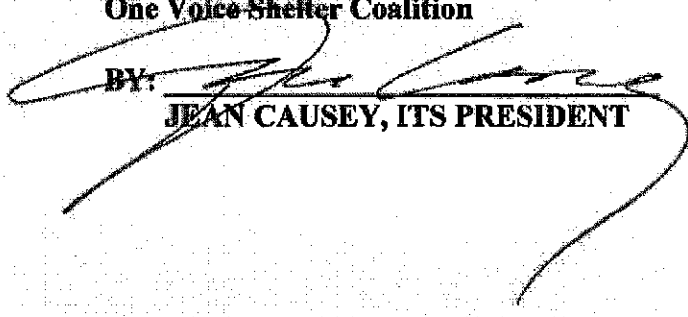
THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

Russell Jones
CITY CLERK

One Voice Shelter Coalition

BY: 
JEAN CAUSEY, ITS PRESIDENT

RESOLUTION NO. 263-20

Annual Appropriation Contract FY2021 with Opelika Downtown Redevelopment Authority.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Opelika Downtown Redevelopment Authority, a copy of which is hereto

attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA)

: CONTRACT FOR SERVICES

COUNTY OF LEE)

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Opelika Downtown Redevelopment Authority, a 501(c)(3) corporation, hereinafter referred to as "ODRA", on this the 13th day of Oct., 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. During the term of this contract, ODRA agrees to provide the following services:
 - a. The aesthetic improvement of various downtown areas.
 - b. The equipping of these areas.
 - c. Providing educational materials for parking & business development in downtown.
 - d. Other services that be lawfully provided.
3. As compensation for the services rendered hereunder, the City agrees to pay to ODRA, for the term of this agreement the sum of \$6,000.00 payable in lump sum upon approval and execution of this contract.
4. In the performance of its obligation hereunder, ODRA shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. ODRA agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. ODRA agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. ODRA in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by ODRA are performed, but on the contrary, ODRA shall be wholly responsible for the payment of its operating expenses, which

includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. ODRA agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. ODRA shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding the assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2020.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____

Gary Fuller

Mayor

ATTEST:

Russel Jones

City Clerk - Treasurer

Opelika Downtown Redevelopment
Authority (ODRA)

BY: _____

John Marsh

Chairman

ATTEST:

Katherine Amash

Witness

RESOLUTION NO. 264-20

Annual Appropriation Contract FY2021 with Opelika Main Street, Inc.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Opelika Main Street, Inc., a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Opelika Main Street, Inc., and

retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

**STATE OF ALABAMA – LEE COUNTY
CONTRACT FOR SERVICES
(Fiscal year 2020-2021)**

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "City", and Opelika Main Street, Inc., a non-profit corporation, hereinafter referred to as "Main Street", on this the _____ day of _____ 2020.

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

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2020 and ending September 30, 2021. At the end of each year this contract may be renewed by agreement between the parties.
2. Main Street agrees to provide the City with the following services:
 - a. Promote and maintain an attractive downtown image for Opelika.
 - b. Support and maintain active downtown commerce in Opelika.
 - c. Promote and maintain the heritage and character of downtown Opelika.
 - d. Coordinate and work closely with other agencies to make downtown Opelika easily and safely accessible.
 - e. Conduct or assist with special events downtown such as; On The Tracks (Fall), On Tap (Spring), Touch-A-Truck (Spring/Summer) Holiday Open House and Christmas in a Railroad Town (Winter).
 - f. Work with the Opelika Historic Preservation Society, Auburn-Opelika Tourism, the North Opelika Historic Neighborhood Association and the Museum of East Alabama, to promote and encourage Walking and Driving Tours of Opelika's Historic Districts and package group tours when requested.
 - g. Continue working with downtown property and business owners to encourage building improvements using the Main Street Facade program when required.
3. As compensation for the services rendered hereunder, the City agrees to pay Main Street for the one (1) year term beginning on October 1, 2020, the sum of \$25,000.00, payable in a lump sum.
4. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of Main Street, and shall not be liable for any debts or obligations incurred by Main Street, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the asset of Main Street, nor shall Main Street at any time use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.
5. Main Street in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the city but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Main Street, provided for herein, are performed, but on the contrary, Main Street shall be wholly responsible therefore.
6. Main Street shall not transfer or assign this agreement or license any of the rights or privileges granted herein without prior written consent of the City.
7. Main Street agrees to comply with all local, state and federal laws while performing under the terms of this agreement.
8. Main Street agrees that upon violation on any of the covenants and agreements herein contained, on account of any act of omission or commission of Main Street, the City may, at its option, terminate and cancel this agreement.
9. Main Street agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office.
10. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
11. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.
12. The laws of the State of Alabama hereunder, shall govern the validity of this agreement and any of its terms, provisions, as well as the rights and duties of the parties.

CITY OF OPELIKA, ALABAMA

By: _____
It's Mayor: Gary Fuller

It's City Clerk/Treasurer: Russell Jones

OPELIKA MAIN STREET, INC.
A Non-Profit Corporation

By: _____
It's Board Representative

Attest: _____
It's Executive Director

RESOLUTION NO. 265-20

Annual Appropriation Contract FY2021 with Storybook Farm.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

the same is hereby approved, adopted, authorized, ratified and confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Storybook Farm, a 501(c)(3) charitable corporation, hereinafter referred to as the "Farm", on this 20 day of September, 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. During the term of this contract, the Farm agrees to provide, at no cost to the participants, therapeutic horseback riding and creative activities to children from the Opelika community with life threatening illnesses, chronic diseases, disabilities and children who have suffered a loss.
3. As compensation for the services rendered hereunder, the City agrees to pay to the Farm for the term of this agreement the sum of \$6,000.00 payable on a quarterly basis.
4. In the performance of its obligation hereunder, the Farm shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. The Farm agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. The Farm agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. The Farm in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in

which the services by the Farm are performed, but on the contrary, the Farm shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. The Farm agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. The Farm shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed

their seals, this the _____ day of _____, 20_____.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

STORYBOOK FARM, Inc.
An Alabama non-profit corporation

BY: Dena Little
Executive Director

ATTEST:

Lucy Nichols
Storybook Farm witness

RESOLUTION NO. 266-20

Annual Appropriation Contract FY2021 with The ARC of the Chattahoochee Valley, Inc.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and The ARC of the Chattahoochee Valley, Inc. (Valley Haven School), a copy of

which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

C. E. "Eddie" Smith, Jr.
President of the City Council1
City of Opelika, Alabama

Attest:

Russell A. Jones
City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and The Arc of the Chattahoochee Valley, Inc., hereafter referred to as "The Association", on this the 1st day of October, 2020. In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this Agreement shall be for a period of one (1) year commencing October 1, 2020, and ending September 30, 2021. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. For the 2020-2021 school term, The Association agrees to provide educational and training services and ordinary programmatic components to preschool and adult individuals with intellectual disabilities for the City of Opelika. The Association shall coordinate with the Alabama Department of Mental Health to serve individuals with intellectual disabilities who are not eligible for other services. Services and training for preschoolers and adults shall be offered by Valley Haven School, 6345 Fairfax By-pass (P.O. Box 416), Valley, Alabama, 36854.
3. As compensation for the services rendered hereunder, the City agrees to pay to The Association for a term of one (1) year commencing October 1, 2020, the sum of \$2,000.00, payable upon request by The Association.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest on the business of The Association, and shall not be liable for any debts or obligations incurred by The Association, nor shall the City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of The Association, nor shall The Association at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or any other thing or things whatsoever.
5. The Association in the performance of its operation and obligations here under shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by The Association provided for herein, are performed, but on the contrary, The Association shall be wholly responsible therefor.
6. The Association shall not transfer or assign this Agreement without the prior written consent of the city.
7. The Association agrees to comply with all Local, State, and Federal Laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party upon six (6) months advance notice in writing to the other party.
9. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns or the respective parties.
11. The validity of this Agreement and of any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Laws of the State of Alabama.

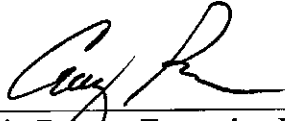
IN WITNESS THEREOF, the parties hereto have signed their names and affixed their seals, this the 1st day of October, 2020.

ATTEST:

CITY OF OPELIKA, ALABAMA

By: _____
Gary Fuller, Mayor

THE ARC OF THE CHATTAHOOCHEE VALLEY, INC.

By:  _____
Craig Brown, Executive Director of the Arc of the Chattahoochee Valley, Inc.

Attachment: City of Opelika 2021 Signed Contract Valley Haven (266-20 : Annual Appropriation Contract FY2021 with The ARC of the Chattahoochee Valley, Inc.)

RESOLUTION NO. 267-20

Special Appropriation to Arts Association of East Alabama from Ward 5 Reserve Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO THE ARTS ASSOCIATION OF EAST ALABAMA**

WHEREAS, The Arts Association of East Alabama is a non-profit art organization; and

WHEREAS, The Arts Association of East Alabama provides quality programming for the 1200-seat Opelika Center for the Performing Arts; and

WHEREAS, The Arts Association of East Alabama through more than four decades has functioned as Opelika's artistic hub; and

WHEREAS, The Arts Association of East Alabama provides rewarding and exciting experiences for the citizens of Opelika by developing innovative programming that will stimulate the interest in the arts, eagerness to learn through the arts and broader participating in and support of the arts; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$2,000.00 from the Ward 5 (David Canon) Reserve Fund to The Arts Association of East Alabama in order to assist with program support.

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

1. That there is hereby approved from the Ward 5 Reserve Fund a special appropriation to The Arts Association of East Alabama in the amount of \$2,000.00 to assist with

program support.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$2,000.00 to carry into effect the intent of this Resolution.

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

6. 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

RESOLUTION NO. 268-20

Special Appropriation to Envision Opelika from Ward 5 Reserve Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO ENVISION OPELIKA FOR THE RENOVATION OF THE SOUTHSIDE CENTER
FOR THE ARTS (FORMERLY KNOWN AS THE MIRIAM BROWN SCHOOL)**

WHEREAS, the Southside Center for the Arts is a historic structure formerly known as the Miriam Brown School; and

WHEREAS, the Southside Center for the Arts features administrative offices, a 300-seat auditorium, meeting/conference spaces and galleries for student and professional art; and

WHEREAS, The Southside Center for the Arts is a cooperative venture between The Arts Association of East Alabama, Envision Opelika and the City of Opelika; and

WHEREAS, restoration efforts have been true to the building's historic character with functional upgrades for contemporary use; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$2,000.00 from the Ward 5 (David Canon) Reserve Fund to Envision Opelika in order to assist with restoration efforts.

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

1. That there is hereby approved from the Ward 5 Reserve Fund a special appropriation to Envision Opelika Foundation, Inc., in the amount of \$2,000.00 for the purpose

of supporting the restoration of the Southside Center for the Arts.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$2,000.00 to carry into effect the intent of this Resolution.

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

6. 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

RESOLUTION NO. 269-20

Special Appropriation to Envision Opelika's First Class Pre-K from Ward 5 Reserve Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO ENVISION OPELIKA

WHEREAS, Envision Opelika Foundation, Inc. (“Envision Opelika”) is a 501(c)(3) non-profit organization headquartered in Opelika, Alabama; and

WHEREAS, the focus of Envision Opelika is to revitalize the downtown area, encourage attractive and safe neighborhoods and provide cultural activities; and

WHEREAS, Envision Opelika offers pre-k education to students in Opelika through its First Class Pre-K Program; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$2,000.00 from the Ward 5 (David Canon) Reserve Fund to Envision Opelika in order to assist with its First Class Pre-K Program.

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

1. That there is hereby approved from the Ward 5 Reserve Fund a special appropriation to Envision Opelika Foundation, Inc., in the amount of \$2,000.00 for the purpose of supporting its efforts to create a lasting difference in the quality of life of Opelika residents through its First Class Pre-K Program.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$2,000.00 to carry into effect the intent of this Resolution.

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

6. 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

RESOLUTION NO. 270-20

Special Appropriation to Museum of East Alabama from Ward 5 Reserve Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO THE MUSEUM OF EAST ALABAMA**

WHEREAS, the Museum of East Alabama is a 501(c)(3) non-profit organization headquartered in Opelika, Alabama; and

WHEREAS, the mission of the Museum of East Alabama is to provide an environment for public benefit for the interpretation, exhibiting and housing of historical items and memorabilia; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$2,000.00 from the Ward 5 (David Canon) Reserve Fund to the Museum of East Alabama in order to assist with its mission.

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

1. That there is hereby approved from the Ward 5 Reserve Fund a special appropriation to the Museum of East Alabama, in the amount of \$2,000.00 for the purpose of supporting its efforts to provide an environment for the interpretation, exhibiting and housing of historical items and memorabilia.
2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose.

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$2,000.00 to carry into effect the intent of this Resolution.

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

6. 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

RESOLUTION NO. 271-20

Special Appropriation to Opelika Main Street from Ward 5 Reserve Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO
OPELIKA MAIN STREET, INC., BUSINESS LOAN FUND PROGRAM**

WHEREAS, Opelika Main Street is a 501(c)(3) non-profit organization headquartered in Opelika, Alabama; and

WHEREAS, the mission of Opelika Main Street is to revitalize the downtown area through organization, economic vitality, design and promotion; and

WHEREAS, Opelika Main Street brings various events to downtown Opelika, such as Touch-a-Truck, Christmas in a Railroad Town and outdoor concerts, to promote tourism and community involvement; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$2,000.00 from the Ward 5 (David Canon) Reserve Fund to Opelika Main Street Business Loan Fund in order to assist with the business loan fund program.

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

1. That there is hereby approved from the Ward 5 Reserve Fund a special appropriation to Opelika Main Street, in the amount of \$2,000.00 for the purpose of assisting the business loan fund program which supports Main Street's efforts to revitalize Opelika's downtown area.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$2,000.00 to carry into effect the intent of this Resolution.

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

6. 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

RESOLUTION NO. 272-20

Proposal for Andrews Road Bridge Replacement Design.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL ENGINEERING
SERVICES SUBMITTED BY COWLES, MURPHY, GLOVER & ASSOCIATES TO
DESIGN THE ANDREWS ROAD BRIDGE REPLACEMENT.**

WHEREAS, to facilitate the efficient movement of traffic and ensure safety to the motoring public the City intends to replace the structurally insufficient bridge on Andrews Road north of Sportsplex Parkway (the “Project”); and

WHEREAS, professional engineering services are needed to complete the, engineering design, prepare construction plans, specifications and other documents for the construction of the Project, for the City; and

WHEREAS, Cowles, Murphy, Glover & Associates. (“CMG”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to design the Project and to prepare the necessary plans, drawings, specifications and other documents; and

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

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

1. That the Proposal submitted by CMG, a copy of which is attached hereto and

marked Exhibit “A”, be and the same is hereby approved and accepted in the form substantially submitted to the City Council.

2. That the Mayor is further authorized and directed to execute and deliver the Proposal 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 CMG shall be paid 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 CMG for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$ 30,000.

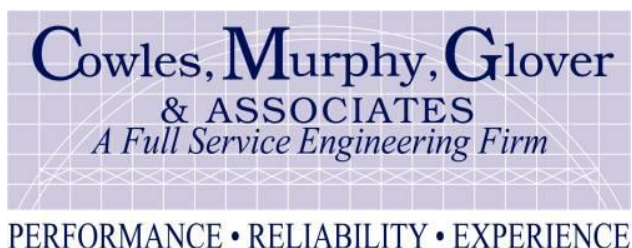
5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2020.

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

ATTEST:

CITY CLERK



October 6, 2020

Mr. Lee McInnis, P.E.
City of Opelika Assistant Engineer
P.O. Box 390
Opelika, AL 36801

Subject: Engineering Services Proposal for 34' Single Span Bridge-Andrews Road

Dear Mr. McInnis,

Please accept this proposal from Cowles, Murphy, Glover & Associates, Inc., (CMG) to provide professional engineering services for the design of the Andrews Road bridge in Opelika, Alabama. We propose to provide geotechnical investigation services and structural design as required for the new bridge. The geotechnical services will consist of soil borings (CPTs), lab analysis, boring data and report. The design will include the construction drawings for the concrete deck units, barrier rails, concrete bent pile caps, HP 12x53 piles, abutment panels, approach slabs, tie backs as required, approach slabs and asphalt transition paving, see similar design drawings.

Based on the scope of the project, CMG proposes to provide design engineering services and construction drawings for an estimated fee for a fee of \$26,500.00.

Construction services will be performed at our standard hourly rates, see attached. Geotechnical support services, i.e. PDAs, WEAP analysis, L-Pile analysis, onsite monitoring for the pile driving will be provided as required at the geotechnical firms standard rates.

Insurance

Cowles, Murphy, Glover & Associates, LLP maintains Professional Liability in the amount of \$2,000,000 as well as general liability in the amount of \$1,000,000 and statutory Workman's Compensation.

Payment

Payment for services rendered under this proposal shall be due and payable within 30 days from delivery. A late fee of 1.5% per month shall be charged for all overdue charges.

Please advise if additional information is required at this time.

Sincerely:



Gary D.E. Cowles, P.E. (for the firm)

Authorization:

By affixing signature hereon, The City of Opelika hereby accepts the terms of this proposal and authorizes Cowles, Murphy, Glover & Associates, Inc. to proceed with the project.

Authorized Representative

Date

cc: John Glover, David E. Murphy - CMG

2020 REIMBURSABLE EXPENSES

Mileage	\$0.575/mile
Airfare	Cost
Rental Car/Transportation	Cost
Lodging	Cost
Meals	Cost
Long Distance	Cost
Delivery Services	Cost
Reproduction	Cost

Reproduction In-house

Blueprints	\$6.00/Copy
Plotting	\$12.00/Plot

2020 Standard Rate Schedule

Principal	\$125.00/hour
Engineer II	\$125.00/hour
Engineer I	\$110.00/hour
Designer	\$95.00/hour
Field Technician	\$75.00/hour
Draftsman	\$75.00/hour
Clerical	\$45.00/hour
Sub-consultants	Cost + 15%

Insurance

Professional Liability	\$2,000,000.00
Automobile Liability	\$1,000,000.00
General Liability	\$1,000,000.00
General Liability Umbrella	\$9,000,000.00

Additional insurance is available upon request.

COWLES, MURPHY, GLOVER & ASSOCIATES, LLP
GENERAL TERMS AND CONDITIONS

1. References herein to "CMG" refer to COWLES, MURPHY, GLOVER & ASSOCIATES, INC. References herein to "Project" mean the project as defined in CMG's written proposal to the client. Any proposal submitted by CMG for the performance of a proposed Project shall be firm for a period of sixty (60) days. Upon the expiration of such period, CMG reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing work loads.

2. Unless CMG's proposal provides otherwise, the proposed fees constitute CMG's estimate of the probable cost required to complete the proposed Project. The estimated probable cost identified in CMG's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project identified in any such proposal. However, in performing any Project, CMG will not proceed to expend more than the amount identified as the estimated probable cost in CMG's proposal without the client's prior approval.

3. Cost and schedule commitments contained in CMG's proposal shall be subject to renegotiations for unreasonable delays caused by the client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots, unavailability of labor or materials or services, facility or other shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Work stoppage or interruption caused by any of the above may result in additional costs (requiring a change in scope) beyond that identified in CMG's proposal for performance of the Project, entitling CMG to an adjustment to the cost and schedule.

4. When the method of payment for CMG services is on a time-and-material or cost reimbursable basis, the following commercial terms shall apply:

- (a) A minimum time segment for charging is one-half (1/2) hour. There is no premium charged for overtime.
- (b) Expenses properly chargeable of the Project shall include: travel and living expenses of CMG personnel on business connected with the Project; shipping costs; reproduction and bindery costs at CMG's standard rate; professional, analytical, and technical subcontractors and advisors retained in connection with the Project; identifiable drafting; expendable materials and supplies purchased specifically for the Project. A fifteen percent (15%) handling and administrative charge will be added to all third party Project expenses.

5. Invoices will be submitted on a monthly basis payable upon receipt. **A finance charge of 1.5% per month will be added to all balances over 30 days. All attorneys' fees incurred by CMG during collection of all unpaid balances shall be paid by the client.**

6. Any agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under such agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party prior to the effective date of such termination.

A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.

- (a) Where the method of payment is based on a "lump sum" the final invoice will be based on the percentage of the work completed up to the effective date of termination.

- (b) Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the effective date of termination.
- (c) Where the method of payment is based on cost plus a fixed fee, the final invoice will be based on reimbursement for all costs up to the effective date of termination and a pro-rata share of the fixed fee.

7. Insurance

- (a) CMG shall maintain policies of insurance for the types of coverage and with the limits of liability specified in the Rate Schedule. A Rate Schedule shall be provided to client upon request.
CMG shall, at the client's request, provide the client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which CMG provides services to the client under any agreement.
- (b) Upon the mutual agreement of CMG and the client, CMG shall procure and maintain one or more policies of insurance in addition to the types of insurance described in the Rate Schedule or procure policies of insurance coverage of the same types described in the Rate Schedule with increased policy limits, to the extent that such insurance is available. Additional premiums and costs incurred by CMG in connection with obtaining such additional or different policies of insurance shall be reimbursed by the client as an additional Project expense.

8. Standard of Care

- (a) While performing services under any agreement, CMG shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and consulting profession performing the kind of services to be performed there under and practicing in the same or similar locality at the same time.
- (b) Except for the express promise set forth in subparagraph (a) above, regarding CMG's standard of care, CMG neither makes, nor offers, nor shall CMG be liable to client for any express or implied warranties with respect to the performance of CMG's services. Estimates of cost, approvals, recommendations, opinions, and decisions by CMG are made on the basis of CMG's experience, qualifications, and professional judgment and are not guaranteed. CMG shall not be regarded as a guarantor with respect to any work product provided to client. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CLIENT.
- (c) CMG agrees to reperform and correct at its expense any work or services performed by CMG which fails to conform to the standard of care that CMG has accepted pursuant to subparagraph (a) above.
- (d) In no event shall CMG and CMG's officers, directors, employees, agents and independent professional consultants, and any of them, be liable to client and/or anyone claiming by, through or under client, including client's insurers, for any lost, delayed or diminished profits, revenues, or opportunities; losses by reason of shutdown or inability to utilize or complete work at the site of the Project; or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from CMG's performance or failure to perform services pursuant to any agreement.
- (e) In no event shall CMG and CMG's officers, directors, employees, agents and independent professional consultants, and any of them, be liable to client and/or anyone claiming by, through or under client, including client's insurers, for any

- liability that arises from (i) anyone else's design; (ii) construction techniques, means or methods; (iii) the quality or type of materials used; (iv) erection; (v) construction; (vi) testing and/or (vii) shipment.
- (f) CMG and CMG's officers, directors, employees, agents, and independent professional consultants, and any of them, shall not be liable to client and/or anyone claiming by, through or under client, including client's insurers, in an amount which exceeds either (i) \$25,000 or the total compensation value to CMG, whichever amount is less, if the claims of client, or client's insurers, against CMG are not covered by the insurance coverages and associated limits of liability which CMG is required to maintain pursuant to Paragraph 7 hereof or (ii) the amount actually paid by CMG's insurance carrier if the claims of client or client's insurers against CMG are covered by the insurance coverages and associated limits of liability which CMG is required to maintain pursuant to Paragraph 7. Client hereby forever releases CMG and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by client in excess of such amount.
 - (g) As used in this Paragraph 8, the term "liable" or "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence, whether of CMG or others), in strict liability, for indemnity, or otherwise, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CMG's services from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of CMG and/or CMG's officers, directors, employees, agents and independent professional consultants, or any of them. The provisions of this Paragraph 8 providing for limitations of and protections against CMG's liability shall survive the completion of the Project or the expiration, cancellation, or termination of any agreement between CMG and client, and such provisions shall apply to the full extent permitted by law.
 - (h) The provisions of this Paragraph 8 shall survive the completion of the Project or the expiration, cancellation or termination of any agreement between CMG and Client.

9. CMG and CMG's officers, directors, employees, agents and independent professional consultants and any of them may perform inspection services and/or employ someone to perform inspection services for the benefit of client. Client acknowledges that these inspections are cursory and that CMG and CMG's officers, directors, employees, agents and independent professional consultants shall not be responsible for any condition not specifically noted by an inspector during the course of the inspection. In no event shall CMG and CMG's officers, directors, employees, agents and independent professional consultants be liable or responsible, in any manner whatsoever, to anyone for any inspection or for breach of any duty to inspect, unless the condition giving rise to liability was actually noted during the course of the inspection.

10. Client agrees that CMG has authority to use its name as a client and a general description of the Project as a reference for other prospective clients.

11. If CMG personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project, CMG shall be reimbursed on a time and material basis in accordance with CMG's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters, to include but not be limited to, attorneys' fees. CMG shall be paid at a premium rate if required to testify as an expert.

12. If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any

such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

13. Once the client has signified its acceptance of CMG's proposal, the express terms of CMG's proposal to client and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the agreement between the parties and are intended as a final expression of the terms of such agreement and will supersede all prior and contemporaneous agreements, representations or condition, express or implied, oral or written. No provision of CMG's proposal or these General Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of CMG. Client may use its standard business forms (such as purchase orders) to administer any agreement between CMG and client, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of CMG's proposal or these General Terms and Conditions and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

14. This contract shall be governed by the law of the State of Alabama.

RESOLUTION NO. 273-20

Proposal for Thomason Extension Phase I Engineering Services.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FOR CIVIL ENGINEERING
SERVICES SUBMITTED BY CDG ENGINEERS AND ASSOCIATES**

WHEREAS, to facilitate the efficient movement of traffic and ensure safety to the motoring public the City intends to construct an extension of Thomason Drive from Gateway Drive to Hi Pack Drive (the “Project”); and

WHEREAS, the City Engineer believes it will be in the best interest of the City to have the project phased into three separate sections to be completed by the same engineering firm. Phase 1 will consist of a Corridor Study with preliminary surveying and design. This will give us an idea of a more precise scope of work and cost for next phase of the project. Phase II will consist of infrastructure design for construction plans, right-of-way acquisition, permitting at a minimum. Phase III will consist of Construction Engineering, Inspection (CE & I), and Testing.

WHEREAS professional engineering services are needed to complete Phase I of the Project, for the City; and

WHEREAS, CDG Engineers and Associates (“CDG”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to design the Project and to prepare the necessary plans, drawings, specifications and other documents; and

WHEREAS, a Proposal for complete civil engineering services (the “Proposal”) has been prepared by CDG and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said

Agreement for engineering services.

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

1. That the Proposal submitted by CDG, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved and accepted in the form substantially submitted to the City Council.
2. That the Mayor is further authorized and directed to execute and deliver the Proposal 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 CDG shall be paid 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 CDG for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$ 102,144.
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



Engineering. Environmental. Answers.

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Suite 200-A
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Fax (334) 466-9430

www.cdge.com

ALBANYVILLE
ANDALUSIA
AUBURN
DOTHAN
GADSDEN
HOOVER
HUNTSVILLE

October 14, 2020

Mr. Scott Parker, PE
City of Opelika - City Engineer
P.O. Box 390
Opelika, Alabama 36803-0390

**Reference: Phase I Proposal for Engineering Design Services for
Thomason Drive Extension
Opelika, Alabama
CDG Reference Number: R720120037**

Dear Mr. Parker:

CDG Engineers & Associates, Inc (CDG) is pleased to submit this proposal to provide professional civil engineering services for the above referenced project. We understand that the City of Opelika plans to construct a new roadway corridor from Gateway Drive to Hi-Pack Drive, improving Cunningham Drive to the intersection of Frederick Road, and extending Enterprise Drive to the new Thomason Drive Extension. These improvements will create economic growth and relieve traffic congestion in the surrounding area. We understand that the project will be funded through the City's budget and the design will generally follow a two (2) phase approach. Phase I services will consist of a corridor study to determine a feasible corridor alignment for the project. Following City approval, Phase II will be detailed design of the selected project concept and will be presented as a separate future proposal.

Our services for this Phase I proposal will generally include the following tasks to complete this project, which are hereafter described in more detail:

- ❖ Preliminary Environmental Services
- ❖ Preliminary Corridor Alignment and Concept
- ❖ Contingency Services

Preliminary Environmental Services

CDG will utilize a subconsultant to perform the following specific subtasks:

- ***WOTUS Delineation and Reporting***
 - CDG's subconsultant will provide experienced personnel to conduct a desktop review of the site for Wetlands/Waters of the U.S. utilizing the U.S. Fish & Wildlife Service National Wetland Inventory (NWI) Maps.
- ***U.S. Fish & Wildlife Service Threatened & Endangered Species IPaC Survey***
 - CDG's subconsultant will perform an IPaC survey for and listed threatened and endangered species identified within the proposed project area. A

letter report of the IPaC survey findings of any potential impacts identified within the proposed project area will be provided.

- ***Cultural Resources Evaluation***

- CDG's subconsultant will conduct a desktop evaluation of previously recorded cultural and/or historical resources. The desktop cultural resources evaluation includes a review of published cultural resources work on/or within a one-mile radius of the proposed project area. This initial desktop review does not include a "Phase I Cultural Resource Assessment", as may be required by the Alabama Historical Commission (AHC).

- ***General Project Coordination, Management, Meetings, and Conferences***

- CDG's subconsultant understands that they may be needed to be involved in general project meetings, communications, and coordination efforts. These services will be provided as needed and as requested by CDG.

Preliminary Corridor Alignments Concept

Utilizing City provided LiDAR topographic data and GIS property data, CDG will analyze approximately 7,200 LF of proposed roadway corridor for the Thomason Drive and Veterans Parkway/Cunningham Drive alignments. Additionally, CDG will perform necessary alternative analysis for the proposed location of the planned Thomason Drive/Veterans Parkway roundabout as well as the connection of Thomason Drive into Gateway Drive. The result of this analysis will be a preliminary horizontal and vertical alignment with recommended right-of-way (ROW) and temporary construction easements (TCE) widths/limits, sent to the City of Opelika for approval. The preliminary environmental evaluation will also be used in this determination for feasible and efficient corridor alignments for the project that will be used during Phase II detailed design following the City of Opelika approval. Following initial City review of the preliminary alignments, the plan sheets will be revised for final approval. Additional alternate alignments or designs have not been considered in this proposal.

It is anticipated the preliminary corridor alignment and concept deliverables will include:

- Preliminary plan sheets including:
 - Title Sheet;
 - Index to Sheets;
 - Legends & Abbreviations;
 - Plan and profile sheets, showing recommended ROW width;
 - Cross Sections;
- Preparation of construction cost estimate(s);

Project Fee

CDG proposes to complete the above-described scope of services on a lump sum basis according to the schedule below. At the request of the City, a 20% contingency services budget is also included. Services under the contingency budget will be undertaken at City request and negotiated as written amendments to the engineering services agreement.

Task	Budget
Phase I - Corridor Study	\$85,120.00
Contingency Services (20%)	\$17,024.00
Total	\$102,144.00

Please note that the following services are excluded from this proposal and will be negotiated under Phase II as applicable:

- Boundary Surveys;
- Topographical Surveys;
- Hydrologic or Hydraulic Analysis;
- Geotechnical Analysis;
- Construction Plans;
- Traffic Signal Design;
- Environmental Field Studies;
- ROW acquisition services;
- FEMA floodplain analysis;
- Preparation of a Construction Best Management Practices Plan (CBMPP) document;
- Preparation of a National Pollutant Discharge Elimination System (NPDES) permit application;
- Contractor pre-approval;

We sincerely appreciate the opportunity to submit this proposal. Should you have any questions or need additional information regarding the proposal contents, please do not hesitate to call.

Sincerely,

CDG Engineers & Associates



T.J. Kelley
Project Manager III



Matt Hawes, PE
Transportation Practice Leader

RESOLUTION NO. 274-20

Proposal for Veterans Pkwy Extension Phase I Design.**RESOLUTION NO. _____****RESOLUTION ACCEPTING PROPOSAL FOR CIVIL ENGINEERING
SERVICES SUBMITTED BY BARRETT-SIMPSON, INC.**

WHEREAS, to facilitate the efficient movement of traffic and ensure safety to the motoring public the City intends to construct an extension of Veterans Parkway from Pepperell Parkway to Hi Pac Drive (the “Project”); and

WHEREAS, the City Engineer believes it will be in the best interest of the City to have the project phased into three separate sections to be completed by the same engineering firm. Phase 1 will consist of a Corridor Study with preliminary surveying and design. This will give us an idea of a more precise scope of work and cost for next phase of the project. Phase II will consist of infrastructure design for construction plans, right-of-way acquisition, permitting at a minimum. Phase III will consist of Construction Engineering, Inspection (CE & I), and Testing.

WHEREAS professional engineering services are needed to complete Phase I of the Project, for the City; and

WHEREAS, Barrett-Simpson, Inc. (“BSI”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to design the Project and to prepare the necessary plans, drawings, specifications and other documents; and

WHEREAS, a Proposal for complete civil engineering services (the “Proposal”) has been prepared by BSI and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said

Agreement for engineering services.

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

1. That the Proposal submitted by BSI, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved and accepted in the form substantially submitted to the City Council.

2. That the Mayor is further authorized and directed to execute and deliver the Proposal 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 BSI shall be paid 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 BSI for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$ 55,000.

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



Timothy W. Simpson, P.E., P.L.S.

President

George W. Barrett, P.L.S.

Vice President

Eddie A. Eubanks, P.L.S.

East Division Surveying Manager, Partner

Jonathan A. Ham, P.L.S.

West Division Surveying Manager, Partner

Christopher M. Rogers, P.E.

Engineering Manager, Partner

M. Blake Rice, P.E.

West Division Project Manager, Partner

October 14, 2020

PROFESSIONAL SERVICES AGREEMENT FOR PHASE 1 - CORRIDOR STUDY FOR THE VETERANS PARKWAY EXTENSION PROJECT OPELIKA, ALABAMA

BSI Project No. 19-0198

This Agreement entered into this the _____ day of _____, 2020 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

Project Overview

The City of Opelika, Alabama intends to construct a new extension to Veterans Parkway from the present intersection of Veterans Parkway and Pepperell Parkway Southeasterly, following in part Hi-Pack Drive, to its intersection with the proposed extension of Thomason Drive, approximately 1.1 miles (hereinafter sometimes referred to as the Project). It is anticipated that the roadway will be constructed as a two-lane rural road (without curbs and gutters) with a design speed of 45 MPH and with bike lanes on either side. The Project will be funded entirely with local funds.

General

The Professional Services of Barrett-Simpson, Inc. are required to perform a study of the proposed corridor so that The City of Opelika can make an informed decision in regards to proceeding with the Project.

Scope of Services

BSI will provide consulting services for the Veterans Parkway Extension, Phase 1 - Corridor Study Project, specifically to include the following Tasks:

Task I Services will consist of the following:

1. Utilizing mapping that is readily available, such as tax maps, GIS contour maps and Google Earth imagery, develop a conceptual alignment for the new roadway in conjunction with the City's input
 - a. Maps of the conceptual alignment will be submitted to the City for review and sign-off

Task II Services will consist of the following:

1. Initiate discussions with CSX Railroad regarding the realignment and improvements to the at-grade crossing at Airport Road to ascertain the permitting and design requirements
 - a. BSI will utilize the consulting services of Via Rail Engineering, Inc. in the completion of this Task.
 - b. A summary report of the information garnered from CSX Railroad will be submitted to the City

Task III Services will consist of the following:

1. Make a comprehensive review of the conclusions and recommendations contained in the traffic study commissioned by the City, and incorporate those conclusions and recommendations into the Corridor Study by BSI to the extent possible

Task IV Services will consist of the following:

1. Utilizing mapping that is readily available from public sources, generate a preliminary horizontal and vertical alignment and 100-foot interval cross-section drawings
 - a. Provide the drawings to the City for review and comment
 - b. Modify the drawings as warranted based upon the review comments and provide copies of the modified drawings to the City

Task V Services will consist of the following:

1. Prepare and provide a corridor map indicating a preliminary assessment of right of way acquisition needs and identifying affected property ownerships derived from current Lee County tax records

Task VI Services will consist of the following:

1. Provide assistance to the City in gaining rights of entry from property owners to conduct wetland delineations, geo-technical explorations, appraisals and surveys.

Task VII Services will consist of the following:

1. Provide a Wetlands / Waters of the U.S. Delineation of the Veterans Parkway Extension Corridor
2. Provide a Cultural Resources Evaluation of the Veterans Parkway Extension Corridor
3. Provide a Threatened and Endangered Species Evaluation of the Veterans Parkway Extension Corridor
 - a. BSI will utilize the services of Wildland Services, LLC for the completion of Task VI.
 - b. Any required permitting is not included in this proposal. If necessary, this work will be included within a later proposal.

Task VIII Services will consist of the following:

1. Assist the City in coordination of the services of the geo-technical firm for their study of the corridor
 - a. Geo-technical exploration services are not included in this proposal

Task IX Services will consist of the following:

1. Revise / modify the preliminary horizontal and vertical alignment, 100-foot cross section drawings and the preliminary corridor right of way acquisition map as warranted based upon findings and recommendations of the wetlands consultant and geo-technical study

Task X Services will consist of the following:

1. Prepare and provide a preliminary right of way acquisition exhibit for each property owner or parcel affected
 - a. These exhibits will be based upon the corridor map described in Task IV above which will be prepared based on tax maps. No surveying to produce an accurate, final exhibit that can be utilized in the conveyance of property is included in this Task

Task XI Services will consist of the following:

1. Attend meetings as needed and requested between City officials and property owners to provide technical assistance during negotiations for right of way acquisition

Task XII Services will consist of the following:

1. Based upon the preliminary corridor horizontal and vertical alignment and other information and individual unit pricing gleaned from ALDOT bid tabulations available online, prepare an Engineers Estimate of Probable Construction Cost for the Project
 - a. Estimates of probable construction cost are prepared on the basis of BSI's experience and qualifications and represent BSI's judgment as a professional generally familiar with the industry. However, since BSI has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, BSI cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from BSI's opinions or estimates of probable construction cost.

Task XIII Services will consist of the following:

1. Utilizing the knowledge gained during development of this Corridor Study, develop an approximate timeline for the Project through completion
 - a. BSI will use its best judgment as a professional familiar with the planning, design and construction of projects similar in nature to this Project, however there are many factors that can and will affect the project timeline that will not be known at the time the timeline is created. BSI cannot and does not guarantee that the Project can and will be completed within the timeline established by this Task.

Task XIV Services will consist of the following:

1. Prepare a summary report of the Veteran's Parkway – Phase 1 Corridor Study for the benefit of the City of Opelika

All services outlined hereinabove shall be performed by qualified and competent personnel under the direction and supervision of BSI.

Deliverables

Items to be delivered to Client for this Project will be a Summary Report of the Veteran's Parkway – Phase 1 Corridor Study which will include the following items.

- Conceptual Alignment Map(s)
- Summary Report of Railroad Permitting information
- Preliminary Horizontal & Vertical Alignment Maps
- Preliminary Right of Way Map
- Preliminary Right of Way Acquisition Map Exhibits
- Wetlands Delineation
- Engineers Estimate of Probable Construction Cost
- Project Timeline Projection

All items will be delivered as hard copies or in electronic form according to Client needs. Cad files will be delivered in AutoCAD format using BSI's layering system and plot styles. Other electronic files will be delivered in PDF format.

Deviation of the previously outlined scope is extra work; however, no work will be performed outside the scope of this Agreement without prior Client approval and Agreement amendment.

Compensation

Our total fee for the furnishing of the above outlined services will be Fifty-three Thousand Seven Hundred Dollars (\$56,100.00). Payment will be expected periodically as the work progresses, but no more often monthly, in direct proportion to the stage of work completed, less 20%. Final billing upon completion of all Tasks will be for 100% of the stated compensation less all previous payments received.

Fees will be invoiced, due and payable as follows:

- 1) According to the schedule outlined in the Compensation section.
- 2) Payment is due upon presentation of invoice and is past due thirty (30) calendar days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
- 3) Any payment made by credit or debit card will be subject to an additional 2% convenience fee.
- 4) Any attorney fees, collection fees or costs related or incurred in the collection of any past due amounts shall be paid by Client. The Client will be responsible for all consultant, connection, application, review and permit fees. Application, review, and permit fees will be due and payable prior to submittal of the application, review and or permit packages. Any remaining permit fees will be due and payable as required by the permitting agency.

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Insofar as the time required for completion of some Tasks are dependent upon the actions and timeliness of others and is not within the control of BSI, firm timelines cannot be established. BSI anticipates the following schedule for completion of the Corridor Study; however, this schedule is not guaranteed.

Task I: already provided

Task II – XIV: Eight (8) weeks

Insurance

BSI shall maintain the following insurance in at least the minimum amounts specified below throughout the duration of this Agreement:

- A. Workman's Compensation and Employer's Liability as required by Alabama law, \$1,000,000 Policy Limit
- B. Automobile, Bodily Injury and Property Damage Liability covering any auto, all owned autos, hired autos and non-owned autos \$1,000,000 Combined Single Limit (each accident)
- C. Professional Liability, \$2,000,000 per claim, \$2,000,000 aggregate
- D. Commercial General Liability, \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products – completed operations aggregate, \$1,000,000 personal injury
- E. Excess Liability Umbrella, \$1,000,000 each occurrence, \$1,000,000 aggregate

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Opinions of Cost

Opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Applicable Requirements

BSI shall, at appropriate times, contact the government authorities required to approve the Project Construction Plans and other entities providing utility services to the Project. In designing the Project, BSI shall respond to applicable design requirements imposed by such government authorities and by such utility entities.

Responsibility for Accuracy of the Construction Plans

BSI shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. BSI will not be relieved of responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the Project has been completed.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic formats if supplied under this contract, or other types of information furnished by Consultant to Client such as text, data, or graphics, are for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this project.

Independent Contractor Status and Sole Responsibility

BSI, in performance of the Agreement, is an independent contractor and not an agent or employee of City. BSI shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise. BSI has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting BSI in the performance of the services rendered under this Agreement. BSI shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.

BSI has been hired by the City because of BSI's specialized expertise in performing the work described in this Agreement. BSI shall be solely responsible for such work. The City's review, approval and/or adoption of any designs, plans, specifications or other work shall be in reliance

of BSI's specialized expertise and shall not relieve BSI of its sole responsibility for the work. The City is under no obligation to review or verify the appropriateness, quantity or accuracy of any designs, plans, specifications or any other work including, but not limited to any methods, procedures, tests, calculations, drawings or other information used or created by BSI in performing any work under this Agreement.

Hold Harmless Provisions

Except for the negligence or willful misconduct of the City, BSI agrees to indemnify and hold harmless the City and any of its boards, elected officials, officers, agents, employees and assigns from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation (including all actual litigation cost incurred by the City, including but not limited to, cost of experts and consultants) damages or liability of any nature whatsoever for any death or injury to any person including BSI's employees or agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the nonprofessional negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by BSI or its subcontractors. All rights and remedies available to the City are cumulative of those provided for elsewhere and those allowed under the laws of the United States, the State of Alabama and the City.

To the fullest extent permitted by law, when the services to be provided under this Agreement are design professional services, BSI shall indemnify, protect and hold harmless the City, its officers and employees from and against all costs, expenses (including attorney's fees), judgments, civil fines and penalties, liabilities and losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its officers and employees that arise out of, pertain to, or relate to the negligence in the performance of professional services by BSI or any officer, employee, agent or subcontractor, excepting only liability resulting from the negligence or willful misconduct of the City.

Ownership of Documents

All documents, information and materials of any or every type prepared by BSI pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BSI in performing work under this Agreement, whether completed or in process. BSI shall assume no responsibility for the unintended use by others of any documents, information or materials which are not related to the scope of services described in this Agreement.

Compliance with Immigration Laws

BSI agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, as amended. Under the performance of the Agreement, BSI agrees to participate in the E-Verify Program and shall verify every employee that is required to be

verified according to applicable federal rules and regulations. BSI agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.

Dispute Resolution

With the exception of Client's failure to pay Consultant as per the terms of this Agreement, Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

In the event that a dispute should arise relating to this Agreement, and should that dispute result in legal action including alternate dispute resolution methods, and should Consultant prevail in the defense of the claim, it is agreed that Consultant shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Termination of Contract

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Choice of Law

This Agreement shall be governed by the laws of the State of Alabama.

Venue

Both parties agree that venue shall be limited to Lee County, Alabama.

The City of Opelika, Alabama
Veterans Parkway Extension Project, Phase 1 – Corridor Study
BSI Project No. 19-0198
October 13, 2020
Page 9 of 9

Proposal Validity

This Agreement represents the entire understanding between Barrett-Simpson, Inc. and The City of Opelika, Alabama in respect to the Project and may only be modified in writing signed by both parties.

Barrett-Simpson, Inc.

Signed: _____

By: _____
(name and title)

Date: _____

The City of Opelika, Alabama

Signed: _____

By: _____
(name and title)

Date: _____

RESOLUTION NO. 275-20

Approve Settlement Agreement with Weyerhaeuser Co.

RESOLUTION NO _____

**RESOLUTION APPROVING SETTLEMENT AND
RELEASE AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA, AND WEYERHAEUSER COMPANY**

WHEREAS, a quarry was proposed to be developed by Creekwood Resources LLC on certain property owned by Weyerhaeuser Company (“Weyerhaeuser”) in unincorporated Lee County, Alabama (the “Property”); and

WHEREAS, the City of Opelika (the “City”) opposed the development of the proposed quarry and sought to annex the Property for the purposes of protecting the watershed of one of the sources of its public water supply; and

WHEREAS, on or about March 3, 2020, the City authorized a local bill for the annexation of the Property into the corporate limits of Opelika (the “Annexation”); and

WHEREAS, legislative bills SB327 and HB468 were subsequently introduced in the State Legislature to effect the Annexation of the Property into the corporate limits of Opelika; and

WHEREAS, those legislative bills passed on or about May 9, 2020, and became law on May 20, 2020 (“Act #2020-179”); and

WHEREAS, by the terms of Act #2020-179, the Annexation became effective on August 1, 2020; and

WHEREAS, Weyerhaeuser was opposed to the Annexation of the Property into the corporate limits of Opelika and contends that the Annexation has had a substantial negative impact on the value and use of the Property; and

WHEREAS, Weyerhaeuser has authorized, but not yet filed, legal challenges related to the Annexation, including but not limited to regulatory takings claims against the City; and

WHEREAS, the City denies the validity of any such legal challenges and maintains the propriety of the Annexation; and

WHEREAS, Weyerhaeuser and the City are desirous of entering into a compromise, settlement, and release to avoid further dispute and uncertainty with respect to the Annexation

and any potential legal challenges thereto; and

WHEREAS, a Settlement Release and Agreement (the “Agreement”) between the City and Weyerhaeuser 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 Release and Agreement to be entered into between the City and Weyerhaeuser, 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 AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Release”) is made by and between the City of Opelika, Alabama (the “City”) and Weyerhaeuser Company (“Weyerhaeuser”) (collectively, the “Parties”);

WHEREAS, a quarry was proposed to be developed by Creekwood Resources LLC on certain property described in Exhibit “A” attached hereto and by reference made a part hereof owned by Weyerhaeuser in unincorporated Lee County, Alabama (the “Property”);

WHEREAS, the City opposed the development of the proposed quarry and sought to annex the Property for the purposes of protecting the watershed of one of the sources of its public water supply;

WHEREAS, on or about March 3, 2020, the City authorized a local bill for the annexation of the Property into the corporate limits of Opelika (the “Annexation”);

WHEREAS, legislative bills SB327 and HB468 were subsequently introduced in the State Legislature to effect the Annexation of the Property into the corporate limits of Opelika;

WHEREAS, those legislative bills passed on or about May 9, 2020, and became law on May 20, 2020 (“Act #2020-179”);

WHEREAS, by the terms of Act #2020-179, the Annexation became effective on August 1, 2020;

WHEREAS, Weyerhaeuser strongly disputes the City’s position that the proposed quarry would have a negative impact on the watershed, has voiced its opposition to the Annexation of the Property into the corporate limits of Opelika, and contends that the Annexation has had a substantial negative impact on the value and use of the Property;

WHEREAS, Weyerhaeuser has authorized, but not yet filed, legal challenges related to the Annexation, including but not limited to regulatory takings claims against the City;

WHEREAS, the City denies the validity of any such legal challenges and maintains the propriety of the Annexation;

WHEREAS, Weyerhaeuser and the City are desirous of entering into a compromise, settlement, and release to avoid further dispute and uncertainty with respect to the Annexation and any potential legal challenges thereto;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, the sufficiency of which are hereby expressly acknowledged by the Parties, the Parties agree as follows:

1. Weyerhaeuser, on behalf of itself and its successors, subsidiaries, affiliates, and assigns, agrees that it will not use or seek to use the Property, or any part thereof, for a quarry. For any other potential use of the Property, other than those expressly addressed in this Agreement, Weyerhaeuser will have the same rights and restrictions as any other landowner within the corporate limits of the City of Opelika.

2. The City agrees to “grandfather” Weyerhaeuser’s pre-annexation hunting practices on the Property, such that Weyerhaeuser may continue to use the Property for hunting as it has prior to the Annexation, subject to existing federal and state hunting laws and regulations, but exempt from any municipal hunting ordinances, regulations, or restrictions to the extent they are more restrictive than the applicable federal and state laws and regulations. The City will approve hunting permits to Weyerhaeuser subject to this Agreement, conditioned upon Weyerhaeuser’s compliance with federal and state hunting regulations, for so long as Weyerhaeuser owns the Property.

3. Weyerhaeuser agrees to indemnify, defend, and hold harmless the City from and against any claims or losses by third parties asserting claims against the City related to hunting activities on the Property to the extent such claims or losses are based on the City's agreement to "grandfather" Weyerhaeuser's hunting practices on the Property as set forth in Paragraph 2. Weyerhaeuser's obligation to indemnify, defend, and hold harmless the City under this Agreement shall not apply to any claim asserted against the City for independent acts of negligence or other misconduct by the City or its agents.

4. The City agrees that Weyerhaeuser's continued silviculture and forestry management activities in compliance with best management practices (BMPs) of the Alabama Forestry Commission are authorized on the Property for so long as Weyerhaeuser owns the Property.

5. The City agrees to provide to Weyerhaeuser a partial tax abatement equivalent to 10 mils of ad valorem taxes for each year from 2021 through 2035. The City will collect the tax and rebate the 10-mil equivalent back to Weyerhaeuser. This exemption will be specific to Weyerhaeuser and will not be transferable. If Weyerhaeuser sells or otherwise transfers the Property or any portion thereof, the purchaser or transferee will be required to pay all ad valorem taxes on the Property. The tax abatement granted herein does not include any ad valorem taxes earmarked for school or school district purposes.

6. For and in consideration of mutual promises and obligations set forth herein, Weyerhaeuser, now and forever, fully and finally releases, acquits, and discharges the City, and all of its respective officers, representatives, attorneys, predecessors, successors, assigns, insurers, independent contractors, agents, and employees from any and all claims, liability, damages, attorneys' fees and costs, injuries, causes of action, demands, and/or losses, known or unknown,

of any kind or character, now accrued or hereafter to accrue, arising out of or related to the Annexation of the Property by the City; this release specifically includes a waiver of any legal challenges Weyerhaeuser may have otherwise made against the Annexation itself as well as any regulatory takings claims related to the City's efforts to prevent the use of the Property for a quarry.

7. For and in consideration of the mutual promises and obligations set forth herein, the City, now and forever, fully and finally releases, acquits, and discharges Weyerhaeuser, and all of its respective officers, representatives, attorneys, predecessors, successors, subsidiaries, assigns, lessees, insurers, independent contractors, agents, and employees from any and all claims, liability, damages, attorneys' fees and costs, injuries, causes of action, demands, and/or losses, known or unknown, of any kind or character, now accrued or hereafter to accrue, arising out of or related to Weyerhaeuser's use of the Property at any time up to the execution of this Agreement.

8. This Agreement is made for the purposes of compromising a dispute; it shall not be deemed to be an admission of liability or concession of position by either of the Parties.

9. This Agreement shall be binding upon, as appropriate, the City, Weyerhaeuser, and their respective representatives, employees, agents, and assigns. The Parties further expressly agree, represent, and warrant that all agreements and understandings relating in any way to the subject matter of this Agreement are expressed herein, and there are no oral agreements or understandings of any nature whatsoever that contradict, vary, modify, supplement, or add in any way to the express written terms of this Agreement. The Parties voluntarily enter into the Agreement for the purposes of making full and final compromise and settlement of the disputes described herein.

10. Weyerhaeuser represents and warrants that it has not assigned or transferred any alleged claim or cause of action or any interest in any claim or cause of action against the City to

any third party and that no other parties have an interest in or rights to said claims or causes of action.

11. The Parties declare that each has read carefully the foregoing Agreement, that they have been advised by their respective attorneys regarding the same, that they know and understand its contents and are fully aware of their legal rights, and with full authority they voluntarily sign the same as their own act.

12. Should any provision of this Agreement require interpretation or construction, it is agreed hereto that the court, administrative body or other entity interpreting or construing it shall not apply a presumption that the provisions hereof shall be more strictly construed against any either of the Parties, it being agreed that each signatory hereto has fully participated in the negotiation and preparation of all provisions of this Agreement.

13. This Agreement may be executed by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same Agreement, which shall become binding only when all said counterparts are executed that in total contain the signatures of all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGES]

**City of Opelika, Alabama,
a municipal corporation**

By: _____
Gary Fuller
 Its Mayor

ATTEST:

 City Clerk

STATE OF ALABAMA)

COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said County and said 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 this 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 seal this _____ day of October, 2020.

[Notary Seal]

 Notary Public
 Printed Name _____
 My Commission Expires: _____

Attachment: Settlement Release Agreement FINAL 101920 (275-20 : Approve Settlement Agreement with Weyerhaeuser Co.)

Weyerhaeuser

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, of Weyerhaeuser., its _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this _____ day of _____, 2020.

[Notary Seal]

Notary Public

Printed Name _____

My Commission Expires: _____

55101251.v1

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at the southwest corner of the north half of Section 25, Township 20 North, Range 26 East, in Lee County, Alabama; thence northerly, along the west line of said half section, being also the present City Limits of the City of Opelika, along Wigdon Road/Lee Road 171, 2640 feet, more or less, to the northwest corner of said Section 25 and the southwest corner of Section 24, Township 20 North, Range 26, East, in Lee County, Alabama; thence continue northerly, along the existing City Limits and Wigdon Road/ Lee Road 171, along the west line of said Section 24, 3960 feet, more or less; thence, departing the City Limits, continuing northerly, 1320 feet, more or less, to the northwest corner of said Section 24; thence easterly along the north line of said Section 24, 3530 feet, more or less, to the present City Limits of the City of Opelika; thence continuing along said section line and said City Limits, 1750 feet, more or less, to the northeast corner of said Section 24; thence southerly, along the east line of said Section 24, and the present City Limits of the City of Opelika, 2772 feet, more or less, to the center of a branch; thence, along said branch, being also the present City Limits of the City of Opelika, the following courses: S56°E, 133.98 feet; S79°E, 102.96 feet; N77°30'E, 181.50 feet; thence N79°15'E, 198 feet; thence N56°30'E, 91.74 feet; thence N25°E, 89.10 feet; thence N48°E, 66 feet; thence N77°E, 227.7 feet; thence S8°30'E, 39.6 feet; thence S83°30'E, 56.10 feet; thence N65°E, 50.82 feet; thence N68°E, 121.44 feet; thence East, 111.54 feet; thence, leaving said branch, and continuing along the present City Limits of Opelika, N62°40'E, 1334 feet, more or less; thence, departing the City Limits, continuing N62°40'E, 932 feet, more or less to a point on the present City Limits; thence continuing N62°40'E along said City Limits, 420 feet to the southwesterly right of way line of U. S. Highway 431/Lafayette Parkway, thence, along said right of way line, S34°50'E, 1573 feet, more or less, to a point on the southerly boundary of the north half of Section 19, Township 20 North, Range 27 East; thence, S88°26'09"W, along said half section line, 2125.60 feet, more or less, to the center of said Section 19; thence S2°24'43"E, along the north-south half section line of said Section 19, 994 feet, more or less, to the present City Limits of the City of Opelika; thence continuing S2°24'43"E along said half section line, being also the City Limits, 1637 feet, more or less, to the halfway mark on the south line of said Section 19 and the north line of Section 30, Township 20 North, Range 27 East; thence continuing along the present City Limits, S45°W, 3733.5 feet, more or less, to the southeast corner of the north half of Section 25, Township 20 North, Range 26 East; thence departing the present City Limits, westerly along the south line of said half section, 4085 feet, more or less, to the present City Limits; thence continuing westerly along the south line of said half section, and the present City Limits, 1195 feet, more or less, to the Point of Beginning. Containing, in aggregate, 1250 acres, more or less, or 1.9531 square miles, more or less.

LESS & EXCEPT:

Beginning at the northwest corner of Section 24, Township 20 North, Range 26 East, in Lee County, Alabama; thence easterly along the north section line of Section 24, 2640 feet, more or less; thence continue easterly along said north section line, 834.68 feet, more or less, to the center of a creek; thence southwesterly along the center of said creek, 4122 feet, more or less; thence westerly, leaving said creek, 1484 feet, more or less, to the west line of Section 24,

Township 20 North, Range 26 East; thence northerly, along said west section line and along Widgon Road/Lee Road 171, 2978 feet, more or less, to the Point of Beginning.

Said parcel of land containing 157 acres, more or less.

RESOLUTION NO. 276-20

Approve Temporary Closure of Willow Run on 10-24-2020.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF
WILLOW RUN ON OCTOBER 24, 2020**

WHEREAS, Tom Tippet, on behalf of the residents of Forest Hills Subdivision, has petitioned the City Council for the temporary closure of Willow Run so as to allow a community block party on October 24, 2020 between the hours of 5:00 p.m. and 7:00 p.m.; and

WHEREAS, the City Council hereby finds and determines that the blocking of the street on the date requested will not unduly interfere with the flow of traffic.

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

1. That the temporary closure of Willow Run on Saturday, October 24, 2020, between the hours of 5:00 p.m. and 7:00 p.m. is hereby authorized so as to allow a neighborhood block party on the date requested.
2. That the applicant shall be responsible for properly placing barricades in the roadway.
3. That the applicant shall be responsible for the removal of litter, debris and other materials from the street which is attributable to or caused by the block party.
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

RESOLUTION NO. 277-20

Annual Appropriation Contract FY2021 with Arts Association of East Alabama.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Arts Association of East Alabama, a copy of which is hereto attached
as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall have one copy delivered to the Opelika Arts

Association, and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk - Treasurer



October 6, 2020
2020-2021 Contract

This is an agreement between the Arts Association of East Alabama and the City of Opelika for the fiscal year 2020-2021. In consideration of the annual appropriation of \$30,000 awarded by the City, the Arts Association provides the following services to the citizens of this area:

- The Performance Series, including performances showcasing nationally and internationally renowned artists, orchestras, Broadway shows, dance, and theatrical tours.
- The Adventure Series, providing student field trip performances at the Opelika Center for the Performing Arts, and in-school arts residency activities for Opelika City Schools, K-12; and community engaged masterclasses by visiting artists.
- The Scholarship Program, providing scholarships for auditioned high school students, and youth arts scholarships for summer study programs
- Professional development for classroom teachers in affiliation with the John F. Kennedy Center for the Performing Arts *Partners in Education* program
- Partners with Opelika City Board of Education in program development for the Opelika Center for the Performing Arts
- Partners with Envision Opelika in program development and historic renovation of the Southside Center for the Arts
- Sponsoring rehearsals and performances by the East Alabama Arts Civic Chorale
- Sponsoring rehearsals and performances by the East Alabama Community Band

Phillip Preston
Director of Programs

Gary Fuller
Mayor, City of Opelika

1103 GLENN STREET
OPELIKA,
ALABAMA
36801

PHONE
334.749.81

ORDINANCE NO. 025-20-ORD

Amend Zoning Ord & Map: Rezone 4 Acres, 1201 South Fox Run Pkwy - 1st Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a C-2, GC-P District (Office/Retail, Gateway Corridor-Primary Overlay District) to a C-3, GC-P District (General Commercial, Gateway Corridor-Primary Overlay District), the parcel of land hereinafter described:

Parcel-1B, Harley-Davidson Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 26 at Page 6 in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 4.0 acres, more or less, and is located at 1201 Fox Run Parkway (formerly the Harley-Davidson Dealership), Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 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

ORDINANCE NO. 026-20-ORD

Amend Section 2-161(A) of the Code of Ordinances - 1st Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-161(a) OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA,**

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

Section 1. **Amendment.** That Section 2-161(a) of the *Code of Ordinances* (the “Code”) of the City of Opelika, Alabama, is hereby amended to read as follows:

(a) Regular Meetings

Regular meetings of the City Council shall be held on the first and third Tuesday of each month. In the event any regular meeting shall fall on an official City holiday, such meeting shall be held on the following Tuesday. All meetings shall convene at 7:00 p.m. in the Courtroom of the Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Alabama. All meetings, regular and special, shall be open to the public.

Section 2. **Effective Date.** This ordinance shall become effective and enforced immediately upon its passage and publication as required by law. Section 2-161(a), as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 3. **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