



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

1. CALL TO ORDER
2. ROLL CALL
 1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith
3. INVOCATION
 1. Bruce Bowers from Trinity Presbyterian Church.
4. PLEDGE OF ALLEGIANCE
 1. Cadets from Girl Scout Troop 7283.
5. READING OF MINUTES
 1. Minutes from the 10-20-20 council meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Appoint Derek Lee to the Opelika Planning Commission.
 2. Proclamation for National Epilepsy Awareness Month.
 3. Lee County EMA to Recognize City of Opelika First Responders.
 4. Recognize Firefighters of the Year 2020.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
12. AWARDING OF BIDS
 1. Police Equipment - PD.
 2. Police Uniforms - PD.
 3. S&C Pad Mounted Gears - OPS.
 4. Three Phase Pad Mounted Wye-Wye Transformers - OPS.
13. RESOLUTIONS
 1. Designate City Personal Property Surplus & Authorize Disposal.
 2. Request Refund of Occupational License Fees - Pittman.
 3. Request Refund of Business License Fees - Smith (O'Neal Industries).

4. Purchase - (6) Safety ALPR Camera Systems - PD.
 5. Purchase - WatchGuard Maintenance - PD.
 6. Purchase - Fully Trained K-9 Dual Purpose Police Dog - PD.
 7. Purchase - Vista HD Wi-Fi Body Cameras-Sole Source - PD.
 8. Purchase - 2020 Toro Reelmaster 3100-D Sidewinder Mower - PW.
 9. Purchase - Vista HD Wi-Fi 4RE In-Car Camera Systems - Sole Source - PD.
 10. Purchase - Cisco Equipment-National IPA Contract #2018011-01 - IT.
 11. Purchase - Cloud-Based Security System-State Contract MA 999 17000000186 - IT.
 12. Annual Appropriation Contract FY2021 with Lee County Humane Society.
 13. Annual Appropriation Contract FY2021 with Lee County Rabies Officer.
 14. Annual Appropriation Contract FY2021 with The Boys and Girls Clubs of Greater Lee County.
 15. Authorize Engagement Letter with Himmelwright, Huguley, & Boles, LLC for Annual Auditing Services.
 16. Motion to Move Resolutions.
14. ORDINANCES
1. Establish the Offices of City Clerk and City Treasurer - 1st Reading.
15. RESOLUTIONS
1. Appoint the City Clerk.
 2. Appoint the City Treasurer.
16. APPOINTMENTS
1. Appoint Sutricia Johnson to the LRCOG MPO/Citizens Advisory Committee. Existing term ends 01-01-2021.
 2. Reappoint Corey Grant to the LRCOG MPO/Citizen Advisory Committee. New Term ends 11-05-2022.
 3. Reappoint Sherri Reese to the LRCOG MPO/Citizen Advisory Committee. New Term ends 11-05-2022.
 4. Reappoint Gary Fuller to the Airport Advisory Board. New Term ends 11-04-2024.
 5. Appoint George Allen to the Airport Advisory Board. New Term ends 11-04-2024.
 6. Appoint Erica Norris to the Alabama Council on Human Relations. New Term ends 11-04-2024.
 7. Appoint Erica Norris to the Board of Appeals - Public Works. New Term ends 11-04-2024.
 8. Reappoint Eddie Smith to the Board of Appeals - Public Works. New Term ends 11-04-2024.
 9. Reappoint Joey Motley to the Board of Appeals - Public Works. New Term ends 11-04-2024.
 10. Reappoint Gary Fuller to the Lee Russell Council of Governments Executive and MPO Board. New Term ends 11-04-2024.
 11. Appoint Todd Rauch to the Lee Russell Council of Governments Executive and MPO Board. New Term ends 11-04-2024.
 12. Appoint Robert Lofton to the Opelika Planning Commission. New Term ends 11-04-2024.
 13. Reaappoint Gary Fuller to the Solid Waste Disposal Authority. New Term ends 11-04-2024.
 14. Appoint Eddie Smith to the Opelika Utilities Board. New Term ends 11-02-2026.
17. ADJOURN

1. Character Trait of the Month - Forgiveness, the action or process of forgiving or being forgiven.

"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 # 4403)

Meeting: 11/03/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4403

Minutes from the 10-20-20 council meeting.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
October 20, 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. Smith provided the invocation.

1. Henry Smith from Trinity Presbyterian Church.

4. Pledge of Allegiance

Dylan Lund and Zane Lackey from Pack and Troop 858 led the 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.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

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

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

1. September 2020 Monthly Building Report.

Mayor Fuller asked Mr. Motley to give the monthly/fiscal year end building report and Mr. Motley did so.

2. Proclamation for Patricia A. Jones 25 years of service on City Council.

Mayor Fuller invited Ms. Jones, Pamela Norris, President of the local chapter of Alpha Kappa Alpha Sorority, Inc., and many of their sorority sisters up front to make a presentation to Ms. Jones for her 25 years of service on the Opelika City Council. Ms. Norris read a proclamation and the group took a photo afterwards.

8. Citizen Communications

Elizabeth Burton of 1416 Elm Street spoke first. Ms. Burton thanked Mr. Canon for their conversation about her issue with sewage at a previous address she used to reside at and also presented a letter to Mayor Fuller regarding the issue.

Attachment: CM minutes from 10-20-20 (4403 : Minutes from the 10-20-20 council meeting.)

JeQuetta Canady of 1500 Pinehurst Drive spoke next. Ms. Canady thanked Ms. Pitts for her service to Ward 2 and the city as a whole. Then Ms. Canady and a friend presented Ms. Pitts with flowers.

9. Report of Disbursements
10. Committee Reports
11. General Business

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

1. Request by Main Street for Downtown Football Viewing Events.

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

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

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

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

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

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

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

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

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 zoning amendment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing - Weed Abatement Assessment - 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.

7. Public Hearing - Weed Abatement Assessment - 411 S 4th 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 - 504 S 4th 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.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 235-20 Designate City Personal Property Surplus & Authorize Disposal.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

2. Resolution 236-20 Purchase - GameTime Playground - Omnia Partners Contract #2017001134 - P&R.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Resolution 237-20 Purchase - (28) Samsara GPS and Vehicle Camera Systems - Natl IPA Contr #2018011-01-OES.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

4. Resolution 238-20 Purchase - Motorola APX6000 Radios - Sole Source - PD.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

5. Resolution 239-20 Purchase - (1) 2020 Caterpillar 420 - Sourcewell Contr #032119-CAT - 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 240-20 Purchase - Meraki Cameras & Equipment - Natl IPA Contr #2018011-01 - IT.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

7. Resolution 241-20 Purchase - Scott Safety Air Pack Upgrades - Sole Source - FD.

Attachment: CM minutes from 10-20-20 (4403 : Minutes from the 10-20-20 council meeting.)

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

8. Resolution 242-20 Approve Consulting Agreement with Human Resources Management, Inc.

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

9. Resolution 243-20 Approve Agreement with Mark Foster Company for Promotional Testing And Assessment Services for the OFD.

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

10. Resolution 244-20 Approve 1st Ave Street Scape Change Order 1.

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

11. Resolution 245-20 Approve Contract with Sain Associates, Inc. for Retiming Existing Traffic Signals in Opelika.

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

12. Resolution 246-20 Authorize Agreement with GovtPortal for Municipal Court to Charge Credit Card Payment Processing Fees.

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

13. Resolution 247-20 Weed Abatement Assessment - Williamson Ave.

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 248-20 Weed Abatement Assessment - 411 S 4th St.

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

15. Resolution 249-20 Weed Abatement Assessment - 504 S 4th St.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 250-20 Weed Abatement Assessment - 1733 1st Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 251-20 Annual Appropriation Contract FY2021 with American Red Cross.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 252-20 Annual Appropriation Contract FY2021 with Art Haus.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 253-20 Annual Appropriation Contract FY2021 with Christian Care Ministries.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 254-20 Annual Appropriation Contract FY2021 with Domestic Violence Intervention Center.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 255-20 Annual Appropriation Contract FY2021 with East Alabama Services for the Elderly.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 256-20 Annual Appropriation Contract FY2021 with Employer's Child Care Alliance.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 257-20 Annual Appropriation Contract FY2021 with Envision Opelika Foundation, Inc.

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

24. Resolution 258-20 Annual Appropriation Contract FY2021 with J.W. Darden Foundation, Inc.

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

25. Resolution 259-20 Annual Appropriation Contract FY2021 with Keep Opelika Beautiful, Inc.

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

26. Resolution 260-20 Annual Appropriation Contract FY2021 with Lee County Youth Development Center, Inc.

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

27. Resolution 261-20 Annual Appropriation Contract FY2021 with Museum of East Alabama.

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

28. Resolution 262-20 Annual Appropriation Contract FY2021 with One Voice Shelter Coalition.

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

29. Resolution 263-20 Annual Appropriation Contract FY2021 with Opelika Downtown Redevelopment Authority.

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

30. Resolution 264-20 Annual Appropriation Contract FY2021 with Opelika Main Street, Inc.

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

31. Resolution 265-20 Annual Appropriation Contract FY2021 with Storybook Farm.

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

32. Resolution 266-20 Annual Appropriation Contract FY2021 with The ARC of the Chattahoochee Valley, Inc.

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 267-20 Special Appropriation to Arts Association of East Alabama from Ward 5 Reserve Fund.

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

34. Resolution 268-20 Special Appropriation to Envision Opelika from Ward 5 Reserve Fund.

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

35. Resolution 269-20 Special Appropriation to Envision Opelika's First Class Pre-K from Ward 5 Reserve Fund.

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

36. Resolution 270-20 Special Appropriation to Museum of East Alabama from Ward 5 Reserve Fund.

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

37. Resolution 271-20 Special Appropriation to Opelika Main Street from Ward 5 Reserve Fund.

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

38. Resolution 272-20 Proposal for Andrews Road Bridge Replacement Design.

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

39. Resolution 273-20 Proposal for Thomason Extension Phase I Engineering Services.

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

40. Resolution 274-20 Proposal for Veterans Pkwy Extension Phase I Design.

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

41. Resolution 275-20 Approve Settlement Agreement with Weyerhaeuser Co.

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

42. Resolution 276-20 Approve Temporary Closure of Willow Run on 10-24-2020.

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

43. Resolution 277-20 Annual Appropriation Contract FY2021 with Arts Association of East Alabama.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance 025-20-ORD Amend Zoning Ord & Map: Rezone 4 Acres, 1201 South Fox Run Pkwy - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Smith T introduced the ordinance. Then Ms. Pitts made a motion to suspend the rules and was seconded by Mr. Canon.

The following vote was recorded:

Ayes: Jones, Pitts, Smith T, Canon, Smith

Nays: None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Ordinance 026-20-ORD Amend Section 2-161(A) of the Code of Ordinances - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Ms. Jones introduced the ordinance. Then Mr. Canon made a motion to suspend the rules and was seconded by Ms. Pitts.

The following vote was recorded:

Ayes: Jones, Pitts, Smith T, Canon, Smith

Nays: None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

15. Appointments

16. Adjourn

The City Council meeting minutes of October 20, 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 asked if there was any other business that needed to come before the council. Ms. Jones then presented a letter to President Smith, Mayor Fuller and Mr. Jones. Ms. Jones asked for the letter to be recorded with the minutes and proceeded to read the letter aloud. Said letter is attached to the minutes of October 20, 2020. President Smith then read the character trait of the month and thanked the outgoing council members for their service and also welcomed the new council members and stated he is looking for to working with them in the future.

2. Motion to Adjourn.

The council meeting ended at 7:48 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 10-20-20 (4403 : Minutes from the 10-20-20 council meeting.)



Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

October 20, 2020

Mayor Gary Fuller and President Eddie Smith
City of Opelika
204 South 7th Street
Opelika, AL 36801

Dear Mayor and Members of the Opelika City Council:

This letter comes to thank all the mayors, city councilors, administration and staffs, and the citizenry of Opelika, especially Ward 1 for the opportunity to be elected to serve in the legislative branch of our government for over 25 years. I am deeply grateful for the support and faith of friends and constituents who have made our City move forward. Together, we have made tremendous strides. We have been a recognized leader and advocate for all issues that affect the safety of citizens of Opelika, education, economic development, recreation, preservation, and beautification.

Despite all these achievements, we must remain ever focused on our commitment to providing a healthy and hopeful future for our citizens. I know the incoming council will have creative ideas and present new opportunities but I do ask that the City keep on its agenda the following projects that we have discussed many years for Ward 1:

- Continuation of Phase 2 of Covington Recreation Center with an Upgraded Pool and Splash Park.
- Continuation of Preservation of African American History with the Walking Trails including Medallions engraved into the sidewalk of Special Events/Persons especially on Auburn Street and Martin Luther King Boulevard.
- Continuation of talks with the City for finding financial resources to purchase the first African American School (the old East Street School – the old V.F.W Building) for preservation and to be used for various meeting functions/activities of the City.
- Continuation of upgrading sidewalks and streets in Ward 1 that is on the book to be ADA compliant.

Again, thank you for the great experience to serve my hometown and may God continue to bless Opelika and the United States of America.

With Heartfelt Appreciation,

The Honorable Patricia A. "Patsy" Jones, President Pro Tem
Opelika City Council Ward 1

Attachment: Letter from Ms. Jones at 10-20-20 CM (4403 : Minutes from the 10-20-20 council meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/03/20 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

MAYOR'S REMARKS (ID # 4414)

DOC ID: 4414

Proclamation for National Epilepsy Awareness Month.



From the Governing Body of
Opelika, Alabama



Proclamation



WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time. Epilepsy can affect anyone with a brain, and anyone with a brain can affect epilepsy; and

WHEREAS, epilepsy is a spectrum disease comprised of many diagnoses and experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person-to-person;

WHEREAS, epilepsy is the fourth most common neurological disorder. Approximately 3.4 million people in the U.S. including 54,000 in Alabama live with active epilepsy; and

WHEREAS, many treatments are approved to treat seizures, 30 – 40% of people with epilepsy still live with uncontrolled seizures and the epilepsy-related medical costs associated with uncontrolled epilepsy are 2 to 10 times higher than those of controlled epilepsy; and

WHEREAS, annual epilepsy-specific healthcare costs can be up to \$19,749 per person and 21% of people with epilepsy have reported not being able to afford their prescription medication(s) in the last year. People with epilepsy need access to affordable, comprehensive, physician-directed, and person-centered healthcare;

WHEREAS, 470,000 children live with epilepsy in the U.S. and students with epilepsy aged 6 – 17 years old have missed 11 or more days of school the past year on average, greater education and improved access to care is needed in schools which can be accomplished by passing Seizure Safe Schools legislation nationwide; and

WHEREAS, protections exist in the Americans with Disabilities Act and related civil rights laws, people with epilepsy still encounter discrimination in areas including employment, education, and housing; and

NOW, THEREFORE, BE IT RESOLVED that I, Gary Fuller, Mayor of the City of Opelika, Alabama by the authority vested in me, proclaim **November 2020**, as “**NATIONAL EPILEPSY AWARENESS MONTH**” and encourage Opelika residents to take action together and use our brains to overcome the challenges of living with the epilepsies and accelerate therapies to stop seizures, find cures and save lives.

IN WITNESS, WHEREOF, I have hereunder set my hand and caused the seal of Opelika, Alabama, to be affixed this the 3rd day of November 2020.

Gary Fuller
Mayor, City of Opelika



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/03/20 07:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

MAYOR'S REMARKS (ID # 4408)

DOC ID: 4408

Recognize Firefighters of the Year 2020.

Opelika Fire/Rescue



"A" Shift
2020
Firefighter of the Year Nomination
Firefighter/Paramedic
Blake Smith

21 September 2020

To: Whom it may concern,

This letter is written to recognize and justify the rationale and reasoning on why Firefighter/Paramedic Blake Smith was nominated by Opelika Fire/Rescue's "A" shift, as our candidate for 2020's Firefighter of the Year.

Firefighter/Paramedic Blake Smith came to our department as a former college baseball player who was young and ready to take on the world, still green and naïve to what "world" he was going to have to take on. That was in February of 2016, and in those four years of service Fire/Medic Smith has grown as both a fire service professional and a man, in measurements that can only be expressed by the term "leaps and bounds". Firefighter Smith not only excelled in the fire academy, but quickly established himself as an employee who would not settle for the status quo. He mastered all the basic job knowledge requirements that were expected of him in record time, while simultaneously requesting to go to Paramedic school, which in the Fire and EMS business is the absolute highest level of training one can attend, making that finish an elite of the elite, operationally. He not only accomplished this ahead of the required time (way ahead of his peers), but did so while getting married (to a beautiful bride, Mrs. Ashton McCully Smith), starting his own business, and having a baby girl (little Emma Reese); all with a positive attitude that makes F/M Smith one of the best firefighters that Opelika Fire/Rescue has to offer. As if that wasn't enough, Fire/Medic Smith also started attending classes from the Alabama Fire College so that when his time comes he will be qualified to get promoted, which without a doubt he will be a highly competitive candidate, who will give even the most senior firefighters a run for their money.

Firefighter/Paramedic Smith has an outstanding work ethic and an unwavering positive attitude toward both fellow firefighters and citizens in the community. His performance far exceeds the normal standards of other firefighters. He not only operates one of our busiest units, but also works as a back-up driver in a position above his, all without complaint or hesitation, in a manner best termed as a quiet professional.

He most recently was recognized for going above and beyond the call of duty in getting the newest of our rescue units stocked and in-service. Working tirelessly, he organized a team of other employees (demonstrating leadership above his pay grade) and completed this detail ahead of schedule, all the while responding and serving the community with impeccable fire and emergency medical services.

Attachment: FFOY Blake Smith (4408 : Recognize Firefighters of the Year 2020.)

F/M Blake Smith is extremely proficient in his duties as a Firefighter and Paramedic, and always displays a positive attitude, a high level of professionalism, and an extremely strong work ethic. These attributes make him an excellent role model and employee. He takes the time to mentor, coach, and counsel the newer firefighters and is a go to guy for his supervisors. Fire/Medic Smith does all the things right...works hard, shows up early, stays in shape, studies and trains, and answers calls and completes his duties with the highest of standards, it is for these reasons he is nominated as "A" Shift's 2020 Firefighter of the Year, deservingly so.

Respectively,

The men and woman of "A" Shift.



OPELIKA FIRE DEPARTMENT
B SHIFT FIREFIGHTER OF THE YEAR
604 AVENUE B
OPELIKA, ALABAMA 36801
(334) 705-5300

7.4.b



September 25, 2020

Opelika Exchange Club
Opelika, Alabama

Reference: Opelika Fire Department, B Shift, Firefighter of the Year Nominee

Opelika Exchange Club:

Our 2020 Firefighter of the Year Nominee for Opelika Fire Department, B Shift, is Apparatus Operator Craig DuBose. Mr. DuBose has been employed with the Opelika Fire Department for 23 years. For 16 years of his career he has served as an Apparatus Operator (AO). Craig DuBose has been married to his wife Joanie for 18 years. They have four children: Bronson (14), Clair (12), Dean (7), and Elaine (5). AO DuBose served 6 years in the Air Force National Guard, 187th Fighter Wing, Danley Field, Montgomery, AL as a Firefighter. He was deployed during Operation Enduring Freedom.

AO DuBose and his family attend Friendship Christian Church in Riverview. He is an active member of his community where he has coached football, wrestling, and baseball for the Beulah Recreation Department. He is credited with spearheading the Beulah High School wrestling program in 2015. AO DuBose attended Southern Union Community College for two years. His college career was put on hold to live out his dream of being a Firefighter.

Craig DuBose was employed with the City of Opelika in December 1997. He was accepted into the State of Alabama Firefighter Program in 1998 and obtained his State Certification of Firefighter I and II, and Hazardous Materials Awareness and Operations. In September 1999 he obtained his National Registry Emergency Medical Technician Certification and Licensure. AO DuBose has completed more than 880 hours of National and State Certification Courses to include many of the tier II courses necessary for promotion. He was promoted to the rank of Apparatus Operator in August of 2004 and is anxiously awaiting the promotional testing for the rank of Lieutenant.

During his time with Opelika Fire Department, Craig has shown exemplary leadership and behavior. He has worked in many different positions within our department to include Firefighter, EMT on the Rescue Truck, a back-up driver, and to his promoted position of an Apparatus Operator. It is remarkable that Craig was the Apparatus Operator of the engine company which responded to both Opelika Mill Fires, two of the largest structure fires to affect Opelika.

Attachment: Criag DuBose FF Year 2020 (4408 : Recognize Firefighters of the Year 2020.)



OPELIKA FIRE DEPARTMENT
B SHIFT FIREFIGHTER OF THE YEAR
604 AVENUE B
OPELIKA, ALABAMA 36801
(334) 705-5300

7.4.b



Speaking of his work in different positions, AO DuBose also serves as a Station Officer in the absence of the Officer. He has a strong desire to help new employees learn their roles within the fire department as well as preparing them for promotions. He has supervised our young firefighters and encouraged them all to attend classes to further their knowledge in the fire service. AO DuBose is quick to volunteer for speaking at our local schools on fire safety topics and giving tours of the fire engine to any of the children.

AO DuBose has always had big family shoes to fill. He is the nephew of Medal of Honor recipient Command Sergeant Major Bennie G. Adkins. If we ever met Mr. Bennie, he would always ask if you knew Craig DuBose. AO DuBose has followed in his Uncle Bennie's footsteps by serving in our nation's military.

AO DuBose is an outstanding employee of the Opelika Fire Department. He is a dependable employee who reports for duty early and ready to work. He is driven by a strong desire to serve the community, his fellow firefighters, law enforcement, and Lee County in every aspect.

I believe it is remarkable to note that during his 23 years of employment AO DuBose has never been reprimanded nor disciplined for any infractions. He is a great example to young firefighters. AO DuBose has always taken pride in his job and shown that hard work, dedication, and leadership is what our profession is about!

Apparatus Operator Craig DuBose is an excellent representative of the Opelika Fire Department and an outstanding candidate for 2020 Firefighter of the Year.

Thank you for your consideration and dedication to our department.

Sincerely,

Tracey L. Johnson

Tracey L. Johnson
Captain

Attachment: Craig DuBose FF Year 2020 (4408 : Recognize Firefighters of the Year 2020.)



604 Avenue B
P.O. Box 266
Opelika, AL 36803-0266
(p) 334-705-5300
(f) 334-705-5307
www.opelika-al.gov

September 24, 2020

Firefighter of the Year Nominee

Opelika Fire Department “C” Shift has collectively chosen Peter Martin as our nominee for Firefighter of the Year. In selecting a nominee, we look for individuals who go above and beyond the call of duty and whose dedication to the department stands out through their drive, enthusiasm, and ability to create a high level of camaraderie amongst his/her peers. Upon starting his career at the Opelika Fire Department in 2018, Peter not only exemplifies what we look for in a nominee but has surpassed all expectations of a model employee and holds true to his commitment of serving the citizens of Opelika.

Peter and his wife Allison, who also shares a passion of helping others through her career as an RN, welcomed their first child, a son, last August and are expecting their second child in March of next year. Peter recently made the decision to uproot his family and move to Opelika. Not only does he serve the citizens of Opelika, he is now investing in the betterment of the community and feels fortunate to live in such a close knit group of people that strives on integrity and innovation along with providing outstanding educational opportunities for its citizens and their families.

Peter has always made it a personal goal of his to succeed in every aspect of his life. Not only is he dedicated to his family and to the City of Opelika, he has been dedicated in the betterment of himself and it shows through his academic accomplishments. He received his Associates of Science EMS Paramedic in 2015 at Southern Union State Community College and followed that up with an Associates of Science Nursing in 2016. In 2018 he attended Jacksonville State University where he received his Bachelor of Science in Nursing (BSN). As if those achievements alone do not provide you with an adequate depiction of his self-discipline and determination, this year Peter made the decision to move one step further in his career by enrolling at the University of South Alabama and is expected to receive his Masters of Science Nursing (NP) in 2022.

Attachment: Peter Martin official (4408 : Recognize Firefighters of the Year 2020.)

Finally, I would like to point out that since his employment with the Opelika Fire Department, he has quickly become an active voice among his peers. Last month he took it upon himself to sphere head the task of collecting data and presenting detailed facts as it related to Tier I and Tier II retirement benefits. Along with his efforts and the efforts of City officials, a resolution was passed approving the City of Opelika to provide Tier II employees the same benefits as Tier I. Even more recent, he was voted as President of the Fire Firefighters Association, a non-organization that primarily focuses on unity within the department as well as organizing local charitable events. I have no doubt that Peter will exceed the expectations of his peers as his role of President and continue to pursue new ideas and pursue innovations ideas to not only better the department as a whole but to better the services that we as a team provide to the citizens of the City of Opelika.

Sincerely,

Todd Angel
Battalion Chief
Opelika Fire Department





City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 278-20

Meeting: 11/03/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4392

Police Equipment - PD.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Equipment for the Police Department; and

WHEREAS, OGS Technologies submitted the lowest overall bid, but did not bid on all items; and

WHEREAS, Galls, LLC submitted the second lowest overall bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Galls, LLC on their low bid meeting specifications and their ability to supply all bid items.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Galls, LLC on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute 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

Bids 278-20

Meeting of November 3, 2020

ATTEST:

Russell A. Jones
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #20037 – We are asking the council to approve a contract for Police Equipment

FACTS:

- Bid opening date – 10/26/20
- User Department – Police
- The bid was mailed to 21 vendors
- 4 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Galls, LLC on their low bid meeting specifications on an as needed basis.**

Attachment: 11-3-20 - POLICE EQUIPMENT 20037 - BID PKT (278-20 : Police Equipment - PD.)

4 BIDS RECEIVED

Packet Pg. 28

BID# 20037 DATE: 10/26/20 DEPT: POLICE DESCRIPTION: POLICE EQUIPMENT												21 VENDORS	12.1.a
												4 BIDS RECEIVED	
	ITEM 14: PREMIER EMBLEM RANK INSIGNIA, 2ND LIEUTENANT P900						ITEM 20: BLACKINTON NAMEPLATE, J1						
	ITEM 15: PREMIER EMBLEM RANK INSIGNIA, 2ND LIEUTENANT P924						ITEM 21: BLACKINTON SERVING SINCE BAR, J6						
	ITEM 16: PREMIER EMBLEM MINI RANK INSIGNIA, CAPTAIN P1302						ITEM 22: BLACKINTON SERVING SINCE BAR, J8						
	ITEM 17: PREMIER EMBLEM MINI RANK INSIGNIA, CAPTAIN P1426						ITEM 23: BELT, SAM BROWNE, SAFARILAND 94						
	ITEM 18: PREMIER EMBLEM MINI RANK INSIGNIA, COLONEL P1306						ITEM 24: BELT STAY, DOUBLE-KEEPER, SAFARILAND 63						
	ITEM 19: PREMIER EMBLEM MINI RANK INSIGNIA, COLONEL P1330						ITEM 25: CASE, HANDCUFF, SAFARILAND 90H-4HS						
							ITEM 26: DOUBLE MAGAZINE, POUCH SAFARILAND 77						
VENDOR	ITEM 14	ITEM 15	ITEM 16	ITEM 17	ITEM 18	ITEM 19	ITEM 20	ITEM 21	ITEM 22	ITEM 23	ITEM 24	ITEM 25	ITEM 26
ADORAMA INC													
ANCHORTEX CORP													
ASP													
BELSCO INC													
CHIEF SUPPLY CORP													
DANA SAFETY SUPPLY													
GALLS/AZARS LLC	\$ 4.50	\$ 4.50	\$ 4.50	\$ 5.00	\$ 5.00	\$ 6.50	\$ 11.00	\$ 10.50	\$ 10.50	\$ 61.00	\$ 24.00	\$ 24.00	\$ 30.00
GT DISTRIBUTORS OF GA INC													
GULF STATES DISTRIBUTORS INC	\$ 3.85	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 9.10	\$ 9.10	\$ 9.10	\$ 57.00	\$ 23.00	\$ 22.10	\$ 30.00
JIM PROMO & UNIF INC													
LAW ENFORCEMENT SUPPLY													
LAWNMEN'S & SHOOTER'S INC													
MCCAIN UNIFORMS													
MISSISSIPPI FIRE EQUIPMENT													
MUNICIPAL & COMMERCIAL UNIF	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 6.25	\$ 6.25	\$ 13.00	\$ 13.00	\$ 13.00	\$ 72.00	\$ 8.00	\$ 34.00	\$ 44.00
OMB'S EXPRESS POLICE SUPPLY													
RIVERSIDE MANUFACTURING CO													
SOUTHERN SURVIVAL MIL SURP													
SUMMIT UNIFORMS													
TAC													
W S DARLEY & COMPANY													
OGS Technologies	\$ 4.95	\$ 4.95	\$ 4.95	\$ 4.95	\$ 4.95	\$ 4.95	\$ 7.95	\$ 7.95	\$ 8.95	NB	NB	NB	NB

Attachment: 11-3-20 - POLICE EQUIPMENT 20037 - BID PKT (278-20 : Police Equipment - PD.)

4 BIDS RECEIVED

Attachment: 11-3-20 - POLICE EQUIPMENT 20037 - BID PKT (278-20 : Police Equipment - PD.)

DESCRIPTION: POLICE EQUIPMENT

4 BIDS RECEIVED

ITEM 39: BIANCHI ACCUMOLD OC/MACE SPRAY POUCH, 7307-18205

ITEM 45: SAFARILAND, CLIP-ON BADGE HOLDER, 7350-03-2

ITEM 40: BIANCHI, ACCUMOLD FLAT GLOVE POUCH, 7328

ITEM 46: ASP BLACK TACTICAL HANDCUFFS, 56101

ITEM 41: SAFARILAND FLASHLIGHT HOLDER, 306-1-22

ITEM 47: ASP INVESTIGATOR HANDCUFF CASE, 56134

ITEM 42: BIANCHI, BELT KEEPER, 7406-15635

ITEM 48: SAFARILAND ALS PADDLE HOLSTER

ITEM 43: BLACKINTON POCKET BADGE, V801/B736

ITEM 49: BLACKHAWK, SERPA CQC 410600PBK MAGAZINE HOLDER

ITEM 44: PERFECT FIT, 715-T UNIV TEARDROP BADGE HOLDER

ITEM 50: ASP HOLDER, DETECTIVE, SAFARILAND 1802

VENDOR

ITEM 39

ITEM 40

ITEM 41

ITEM 42

ITEM 43

ITEM 44

ITEM 45

ITEM 46

ITEM 47

ITEM 48

ITEM 49

ITEM 50

ADORAMA INC

ANCHORTEX CORP

ASP

BELSCO INC

CHIEF SUPPLY CORP

DANA SAFETY SUPPLY

GALLS/AZARS LLC

\$ 16.00

\$ 14.00

\$ 21.00

\$ 10.00

\$ 125.00

\$ 10.00

\$ 9.00

\$ 43.00

\$ 39.00

\$ 47.00

\$ 15.00

\$ 25.00

GT DISTRIBUTORS OF GA INC

GULF STATES DISTRIBUTORS INC

\$ 16.65

\$ 13.80

\$ 21.00

\$ 9.95

\$ 144.00

\$ 8.50

\$ 9.25

\$ 45.00

\$ 42.00

\$ 49.00

\$ 16.00

\$ 24.00

JIM PROMO & UNIF INC

LAW ENFORCEMENT SUPPLY

LAWNMENT'S & SHOOTER'S INC

MCCAIN UNIFORMS

MISSISSIPPI FIRE EQUIPMENT

MUNICIPAL & COMMERCIAL UNIF

\$ 23.00

\$ 19.00

\$ 29.00

\$ 14.00

\$ 135.00

\$ 11.00

\$ 11.00

\$ 72.00

\$ 58.00

\$ 80.00

\$ 23.00

\$ 34.00

OMB'S EXPRESS POLICE SUPPLY

RIVERSIDE MANUFACTURING CO

SOUTHERN SURVIVAL MIL SURP

SUMMIT UNIFORMS

TAC

W S DARLEY & COMPANY

OGS Technologies

NB

NB

NB

NB

\$ 34.95

NB

NB

NB

NB

NB

NB

NB

4 BIDS RECEIVED

Packet Pg. 32

4 BIDS RECEIVED

Attachment: 11-3-20 - POLICE EQUIPMENT 20037 - BID PKT (278-20 : Police Equipment - PD.)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 279-20

Meeting: 11/03/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4393

Police Uniforms - PD.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Uniforms for the Police Department; and

WHEREAS, All American Uniforms submitted the lowest overall bid but did not bid on all items; and

WHEREAS, Galls, LLC submitted the second lowest overall bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Galls, LLC on their low bid meeting specifications and their ability to supply all bid items.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Galls, LLC on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute 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

Bids 279-20

Meeting of November 3, 2020

ATTEST:

Russell A. Jones
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #20038 – We are asking the council to approve a contract for Police Uniforms

FACTS:

- Bid opening date – 10/26/20
- User Department – Police
- The bid was mailed to 16 vendors
- 3 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Galls, LLC on their low bid meeting specifications on an as needed basis.**

Attachment: 11-3-20 - POLICE UNIFORMS 20038 - BID PKT (279-20 : Police Uniforms - PD.)

CONTRACT: POLICE UNIFORMS

3 BIDS RECEIVED

	ITEM 1: SHIRT, SS, NO STRIPES							
	ITEM 2: SHIRT, SS, WITH SERGEANT CHEVRONS							
	ITEM 3: SHIRT, LS, NO STRIPES							
	ITEM 4: SHIRT, LS, WITH SERGEANT CHEVRONS							
	ITEM 5: BLAUER ARMORSKIN BASE SHIRT, SS, MODEL 8372, DK NAVY							
	ITEM 6: BLAUER ARMORSKIN BASE SHIRT, LS, MODEL 8371, DK NAVY							
	ITEM 7: BLAUER ARMORSKIN CARRIER, MODEL 8370, POLY, DK NAVY							
	ITEM 8: TROUSERS, MEN'S OR WOMEN'S HORACE SMALL X13591							
	ITEM 9: SHIRT, 5.11 STRYKE PDU, LS, MIDNIGHT NAVY							
	ITEM 10: SHIRT, 5.11 STRYKE PDU, SS, MIDNIGHT NAVY, STYLE 71037							

VENDOR	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	ITEM 9	ITEM 10
ALL AMERICAN UNIFORMS	\$ 39.00	\$ 39.00	\$ 42.00	\$ 42.00	\$ 42.00	\$ 46.00	\$ 98.00	\$ 52.00	\$ 76.00	\$ 76.00
ALL STAR GRAPHICS & EMBROIDERY										
ARAMARK UNIFORM SERVICES										
ATHLETIC DEPARTMENT										
BONNER'S UNIFORMS										
G & K SERVICES INC										
GALLS/AZARS LLC	\$ 37.00	\$ 39.00	\$ 40.00	\$ 42.00	\$ 39.00	\$ 41.00	\$ 85.00	\$ 38.00	\$ 65.00	\$ 65.00
KROWN USA INC										
MCCAIN UNIFORMS										
MIXEDWORLD.ME										
PLAY IT AGAIN SPORTS										
PSTC 911 CARES										
RIP IT SPORTS										
SOUTHERN SURVIVAL MILITARY SURP										
UNIFIRST CORP										
VICTORY DESIGNS										
T & T Uniforms	\$ 36.00	\$ 36.00	\$ 42.00	\$ 42.00	\$ 39.00	\$ 42.00	\$ 90.00	\$ 51.00	\$ 73.00	\$ 73.00

3 BIDS RECEIVED

Attachment: 11-3-20 - POLICE UNIFORMS 20038 - BID PKT (279-20 : Police Uniforms - PD.)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 280-20

Meeting: 11/03/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4405

S&C Pad Mounted Gears - OPS.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract for S&C Pad Mounted Gears for Opelika Power Services; and

WHEREAS, Gresco Utility Supply was the lowest bidder, but did not meet specifications; and

WHEREAS, Stuart C. Irby Co. was the next lowest responsible bidder meeting specifications; and

WHEREAS, this is budgeted from the System Expansion and Upgrades fund;

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

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

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

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

Bids 280-20

Meeting of November 3, 2020

ATTEST:

Russell A. Jones
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #20034 – We are asking the Council to approve a contract for S&C Pad Mounted Gears

FACTS:

- Bid opening date – 10/26/20
- User departments – Opelika Power Services
- The bid was mailed to 18 vendors
- 3 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Stuart C Irby Co. on their bid meeting specifications on an as needed basis.**

[illegible]



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 281-20

Meeting: 11/03/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4406

Three Phase Pad Mounted Wye-Wye Transformers - OPS.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Three-Phase Pad Mounted Wye-Wye Transformers for Opelika Power Services; and

WHEREAS, Gresco Utility Supply submitted the lowest bid meeting specifications; and

WHEREAS, this is budgeted from the System Expansion and Upgrades fund;

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

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

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

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

ATTEST:

Bids 281-20

Meeting of November 3, 2020

Russell A. Jones
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #20035 – We are asking the council to approve a contract for Three-Phase Pad Mounted Wye-Wye Transformers

FACTS:

- Bid opening date – 10/26/20
- User Department – Power Services
- The bid was mailed to 25 vendors
- 5 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Gresco Utility Supply on their low bid meeting specifications on an as needed basis.**

Packet Pg. 49

Packet Pg. 50

Packet Pg. 51

RESOLUTION NO. 282-20

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.	2009 Chevrolet Rescue Truck 1GBE4C1G69F410971	87002579

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. 283-20

Request Refund of Occupational License Fees - Pittman.

RESOLUTION NO. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$770.89 can be printed payable to Tanner Pittman, 145 E. Magnolia Ave. Ste 206 Auburn, Al 36830 for occupational license fees paid in error due to relocation.
- 3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

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. 284-20

Request Refund of Business License Fees - Smith (O'Neal Industries).

RESOLUTION NO. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$1,064.86 can be printed payable to Daina Smith, 2311 Highland Ave. S Ste 200 Birmingham, Al 35205 for business license fees paid in error for years 2018-2020.
- 3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

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. 285-20

Purchase - (6) Safety ALPR Camera Systems - PD.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF SIX (6) SAFETY ALPR CAMERA SYSTEMS FROM FLOCK GROUP, INC., FOR CRIME REDUCTION

WHEREAS, the Opelika Police Department (“OPD”) has identified a need to purchase six (6) Flock Safety ALPR camera systems; and

WHEREAS, Flock Safety Cameras are designed to capture images using Vehicle Fingerprint technology to identify license plates, vehicle make, type and color; and

WHEREAS, once images are captured, the camera system immediately uploads them into a securely encrypted Flock cloud server; and

WHEREAS, Flock Safety Camera Systems are used in over 400 cities in 35 states and over 100 police departments; and

WHEREAS, OPD has been using Flock cameras on a trial basis for several months and, as a result of such use, several crimes have been solved; and

WHEREAS, Flock Group, Inc., is a sole-source provider of the safety ALPR camera system; and

WHEREAS, a Flock Services Order Form has been prepared by Flock and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement;

WHEREAS, the estimated compensation due to Flock for the purchase of six (6) camera

systems is \$15,000; and

WHEREAS, the Police Chief has certified that sufficient funds are available to pay for said camera systems in the Federal Asset Forfeiture Account.

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

1. That Flock Group, Inc., is recognized as a sole-source provider and that the acquisition of six (6) Flock Safety ALPR Camera Systems is hereby approved.
2. That the proposed Flock Services Order Form, 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 on behalf of the City all such contracts, agreements and related documents with Flock Group, Inc., for the purposes contained herein.
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 Order Form.

5. That all compensation payable to Flock Group, Inc., for the purchase of the six (6) ALPR Camera Systems and related services shall come from the Federal Asset Forfeiture Account 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 authorized and directed to issue all necessary and appropriate purchase orders in the total amount of \$15,000 to implement this Resolution.

7. 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

Exhibit A

BUDGET REQUEST JUSTIFICATION INVESTIGATIVE SERVICES DIVISION 2020-2021

Equipment:

This year we are requesting to purchase six (6) Flock Safety's Camera Systems. These camera systems capture images and uses Vehicle Fingerprint technology to identify the license plate, vehicle make, type, and color. The system then reads the license plates and stores the data on Flock's server. The data of the footage is easy and quick to access by law enforcement. The self-contained camera systems are solar powered, weather resistant and the cellular service for data communications are included. This means that the Flock Camera Systems can be moved to high crime areas or business centers with ease. Flock loaned the Opelika Police Department four camera systems for demonstration purposes for several months. Since the police department has been using the Flock Cameras, several crimes have been solved. It is apparent that these camera systems will be extremely helpful in protecting the City of Opelika.

Six Flock Camera Systems will cost \$15,000.00.

Cpt. Johnathan Clifton

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Cpt. Johnathan Clifton

VENDOR Flock Safety

PRODUCT/SERVICE (6) Flock Safety ALPR Camera Systems

Estimated annual expenditure for the commodity or service \$ 15,000.00

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

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). _____
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). JC
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.

flock safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: <u>Opelika Police Dept.</u>	Contact: <u>JOHNATHAN CLIFTON</u>
Address: <u>501 S. TENTH STREET</u>	Phone: <u>334 705 5229</u>
<u>Opelika AL 36801</u>	E-Mail: <u>JCLIFTON@Opelika-AL.GOV</u>
Usage Fees: \$15000 per Year (the "Payment Period")	Initial Term: 24 Months
Number of Cameras: 6	Renewal Term: 24 Months
Installation Fee (one-time) \$1500	Billing Contact:
Pole Fee (one-time) \$0	(If different than above)
Expected Payment Method: <u>CHECK</u>	

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: <u>Alex Latraverse</u>	By: <u>Gary Puller</u>
Name: Alex Latraverse	Name: GARY PULLER
Title: VP of Growth	Title: MAYOR
Date: 09/04/2020	Date: 10/7/2020

Flock Group Inc.

Order Form
Opelika Police Department
1979425627

RESOLUTION NO. 286-20

Purchase - WatchGuard Maintenance - PD.

RESOLUTION NO. _____

WHEREAS, the Police Department currently utilizes WatchGuard Video's Body and In-Car Cameras; and

WHEREAS, WatchGuard is the only vendor to provide maintenance and support for their products; and

WHEREAS, the total cost to provide annual software maintenance for the evidence library is \$16,800.00; and

WHEREAS, this is a budgeted purchase;

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

1. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to WatchGuard Video in the amount of \$16,800.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer



WatchGuard Video
PO Box 677996, Dallas, TX 75267-7996
PH 800-605-6734 FX 214-383-6703

EIN: 11-3717781

INVOICE

Invoice	WARINV004662
Date	10/15/2020
Page	1

Bill To:

Opelika Police Department
Attn: Accounts Payable
501 S 10th St
Opelika AL 36801

Ship To:

Opelika Police Department
Attn: Craig Vickers
501 S 10th St
Opelika AL 36801

Purchase Order No.			Customer ID	Salesperson ID	Shipping Method	Payment Terms	Due Date	Order #
VICKERS			OPELIKA POLI	Jim H	UPS GROUND	Net 30	11/14/2020	WARORD004778
Ordered	Shipped	B/O	Item Number	Description / Serial #	Discount	Unit Price	Ext. Price	
15	15	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$2,250.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (15) 4RE 4/8/13	\$0.00	\$0.00	\$0.00	
13	13	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$1,950.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (13) 4RE 1/10/14	\$0.00	\$0.00	\$0.00	
1	1	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$150.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (1) 4RE 1/4/16	\$0.00	\$0.00	\$0.00	
2	2	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$300.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (2) 4RE 10/27/16	\$0.00	\$0.00	\$0.00	
1	1	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$150.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (1) 4RE 7/18/17	\$0.00	\$0.00	\$0.00	
5	5	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$750.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (5) 4RE 3/22/19	\$0.00	\$0.00	\$0.00	
7	7	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$1,050.00	
1	1	0	NOTE	Term 12/16/20 - 12/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (7) 4RE 11/15/19	\$0.00	\$0.00	\$0.00	
55	55	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$8,250.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (55) Vista WF 2/2/17	\$0.00	\$0.00	\$0.00	
8	8	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$1,200.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (8) Vista WF 3/3/17	\$0.00	\$0.00	\$0.00	
5	5	0	SFW-MNT-EL4-ADD	Software Maintenance, Evidence Library Additional Year	\$0.00	\$150.00	\$750.00	
1	1	0	NOTE	Term 10/16/20 - 10/15/21	\$0.00	\$0.00	\$0.00	
1	1	0	NOTE	Purchased (5) Vista XLT 3/29/19	\$0.00	\$0.00	\$0.00	
Subtotal						\$16,800.00		
Misc						\$0.00		
Tax						\$0.00		
Freight						\$0.00		
Total						\$16,800.00		

Attachment: 11-3-20 - WATCHGUARD MAINTENANCE - CNCL PKT (286-20 : Purchase - WatchGuard Maintenance - PD.)

RESOLUTION NO. 287-20

Purchase - Fully Trained K-9 Dual Purpose Police Dog - PD.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF A FULLY TRAINED
DUAL PURPOSE K-9 POLICE DOG, INCLUDING HANDLER TRAINING
COURSE AND HOUSING FOR HANDLER**

WHEREAS, the Opelika Police Department (“OPD”) has identified the need for a full-trained dual purpose K-9 police dog, including a handler training course for one officer and housing for the handler; and

WHEREAS, Alabama Canine Law Enforcement Officers Training Center, Inc., (“Training Center”) is the premier training center in Alabama for K-9 police dogs; and

WHEREAS, the Training Center is a sole-source provider of K-9 police dogs, the handler training course and housing for the handler; and

WHEREAS, a purchase order has been prepared by the Training Center and submitted to the City Council for approval, and the City Council has determined that it is in the best interest of the City and its citizens to approve said purchase order; and

WHEREAS, the estimated compensation due to the Training Center for the purchase of the fully-trained K-9 police dog and related services is \$18,000; and

WHEREAS, the police chief has certified that sufficient funds are available to pay for the K-9 police dog and related services in the Federal Asset Forfeiture Account.

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

1. That Alabama Canine Law Enforcement Officers Training Center, Inc., is recognized as a sole-source provider for the acquisition of the fully trained dual purpose K-9

police dog and related services is hereby approved.

2. That the proposed purchase order, 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.

3. That the Purchasing-Revenue Manager is hereby authorized to issue an appropriate and necessary purchase order in an amount not to exceed \$18,000 to implement this Resolution.

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 Order Form.

5. That all compensation payable to the Training Center for the purchase of the fully-trained K-9 police dog and related services shall come from the Federal Asset Forfeiture Account and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

Exhibit A

13.6.a

Alabama Canine Law Enforcement Officers Trng Ctr, Inc.
18539 John Swindle Road
Northport, AL 35475



PRICE QUOTE

Date	Estimate #
5/28/2020	2020023

Opelika Police Department
Accounts Payable
PO Box 390
Opelika, AL 36803-0390

Description	Qty	Cost	Total
Dual-Purpose Canine/ Narcotic. Includes handler course and housing for handler.	1	18,000.00	18,000.00
		Total	\$18,000.00

Attachment: 11-3-20 - Resolution authorizing purchase of K-9 - CNCL PKT (287-20 : Purchase - Fully Trained K-9 Dual Purpose Police Dog - PD.)

RESOLUTION NO. 288-20

Purchase - Vista HD Wi-Fi Body Cameras-Sole Source - PD.**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase Vista HD Wi-Fi Body Cameras, their related equipment, and warranty; and

WHEREAS, this is a sole source purchase; and

WHEREAS, WatchGuard Video is the sole vendor for the Vista HD Wi-Fi Body Cameras; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to WatchGuard Video.
2. That the Purchasing-Revenue Manager be authorized to a purchase order to WatchGuard Video as a sole source purchase not to exceed \$23,200.00.
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



4RE/VISTA Price Quote

CUSTOMER: Opelika Police Department

ISSUED: 10/5/2020 9:54 AM

EXPIRATION: 11/9/2020 6:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$23,200.00**

ATTENTION: Craig Vickers

SALES CONTACT: Eric Varner

PHONE: 334-705-5200

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	20.00	\$995.00	\$0.00	\$19,900.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	20.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	20.00	\$150.00	\$0.00	\$3,000.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$300.00	\$0.00	\$300.00
					\$23,200.00

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

Configuration Discounts \$0.00

Additional Quote Discount \$0.00

Total Amount \$23,200.00

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



4RE/VISTA Price Quote

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

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

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

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Sgt. Craig Vickers

VENDOR Watchguard

PRODUCT/SERVICE Vista Body Worn Cameras (20)

Estimated annual expenditure for the commodity or service \$ 23,200.00

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). RCV
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.) RCV
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 Kay R
 DEPARTMENT/DIVISION/DATE Police Department 10-19-2020

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
 (SIGNATURE/DATE) aez 10/21/2020

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



19th of August, 2016

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

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

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

DV-1 and 4RE Unique Features

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

DV-1

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

4RE

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



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

Wireless Microphone

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

VISTA

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

Respectfully submitted,

A handwritten signature in red ink, appearing to read "J. Stuczynski".

Jason Stuczynski
Vice President of Sales

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

RESOLUTION NO. 289-20

Purchase - 2020 Toro Reelmaster 3100-D Sidewinder Mower - PW.**RESOLUTION NO. _____**

WHEREAS, the Public Works Department desires to purchase a 2020 Toro Reelmaster 3100-D Sidewinder Mower utilizing Omnia Partners Contract #2017025; and

WHEREAS, Jerry Pate Turf & Irrigation is the contract vendor for the 2020 Toro Reelmaster 3100-D Sidewinder Mower; and

WHEREAS, this is a budgeted purchase from the Public Works Parks and Recreation Small Tools and Equipment account;

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

1. That the purchase be awarded to Jerry Pate Turf & Irrigation utilizing the Omnia Partners Contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Jerry Pate Turf & Irrigation in the total amount of \$36,635.66.
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



Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street N.
Birmingham, AL 35203
800-700-7001
205-945-0491 (fax)
www.jerrypate.com

DATE: October 21, 2020
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Opelika
Bruce Boyd

Proposed Order

Opelika, AL
Phone: 334-750-6540

Prepared By: Jake Holbrook ext 1217
jholbrook@jerrypate.com
Account Executive: Mark Bentley 205-283-5429 cell
mbentley@jerrypate.com

Fax:
Customer Acct.#: Requires Application
Email: wboyd@opelika-al.gov

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Toro Pricing Reflects The OMNIA Contract Discount Contract # 2017025, Omnia Customer # 440256				
1	03171	Toro Reelmaster 3100-D Sidewinder 21.5 hp Kubota Diesel	\$ 35,530.16	\$ 35,530.16
3	03189	27" 8 Blade Cutting Units		
1	03172	27" Lift Arm kit		
1	119-0635	Tipper Kit		
1	03244	Weight Kit		
Equipment Subtotal				\$ 35,530.16
Dealer Prep				\$ 657.50
Destination Fee				\$ 448.00
Total				\$ 36,635.66

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return

Signature

Date

Print Name

Title

Thank you, we appreciate your business!

800-700-7001 • Atlanta • Birmingham • Memphis • Pensacola • www.jerrypate.com





MENU

REGISTER



Toro

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related
Services and Equipment; Grounds Keeping Products and Services

Click to expand menu ▼

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services, and Equipment

City of Mesa, AZ

Contract Number: 2017025

April 1, 2017 to March 31, 2022

Option to renew for two (2) additional one-year periods through March 31, 2024

Executive Summary

- [Executive Summary](#)
- [Pricing](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [New Jersey LFN Packet](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Amendment 1](#)
- [RFP Amendment 2](#)
- [Proof of Publication](#)

Previous Contract

- [Previous Contract](#)

REQUEST CONTRACT
INFORMATION

COVID-19 Resources

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Contact Information

www.toro.com

Phone: 1-800-803-8676

Dealer Locator: <http://commercial.toro.com/lookup>

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

RESOLUTION NO. 290-20

Purchase - Vista HD Wi-Fi 4RE In-Car Camera Systems - Sole Source - PD.**RESOLUTION NO.** _____

WHEREAS, the Police Department desires to purchase Vista HD Wi-Fi 4RE In-Car Camera Systems, their related equipment, and warranty; and

WHEREAS, this is a sole source purchase; and

WHEREAS, WatchGuard Video is the sole vendor for the Vista HD Wi-Fi 4RE In-Car Camera Systems; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to WatchGuard Video.
2. That the Purchasing-Revenue Manager be authorized to a purchase order to WatchGuard Video as a sole source purchase not to exceed \$48,240.00.
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



4RE/VISTA Price Quote

CUSTOMER: Opelika Police Department

ISSUED: 10/5/2020 9:56 AM

EXPIRATION: 11/9/2020 6:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$48,240.00**

ATTENTION: Craig Vickers

SALES CONTACT: Eric Varner

PHONE: 334-705-5200

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	8.00	\$5,550.00	\$0.00	\$44,400.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	8.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	8.00	\$75.00	\$0.00	\$600.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	8.00	\$150.00	\$0.00	\$1,200.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	8.00	\$200.00	\$0.00	\$1,600.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	8.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

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



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$440.00	\$0.00	\$440.00
					\$48,240.00

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

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$48,240.00

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

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

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Sgt. Craig Vickers

VENDOR Watchguard

PRODUCT/SERVICE 4RE Watchguard In-car Camera Systems (8)

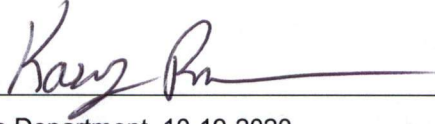
Estimated annual expenditure for the commodity or service \$ 48,240.00

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). RCV
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.) RCV
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 Police Department 10-19-2020**PURCHASING DEPARTMENT USE ONLY**PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) - 10/21/2020

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



19th of August, 2016

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

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

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

DV-1 and 4RE Unique Features

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

DV-1

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

4RE

415 Century Parkway • Allen, TX • 75013
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9773
www.WatchGuardVideo.com



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

Wireless Microphone

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

VISTA

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

Respectfully submitted,

Jason Stuczynski
Vice President of Sales

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

RESOLUTION NO. 291-20

Purchase - Cisco Equipment-National IPA Contract #2018011-01 - IT.**RESOLUTION NO.** _____

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

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

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

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

1. That the purchase be awarded to 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 \$74,695.43.
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
LRVR489	10/19/2020	LRVR489	0936449	\$74,695.43

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
Cisco Catalyst 9300 - Network Essentials - switch - 48 ports - managed - ra Mfg. Part#: C9300-48U-E UNSPSC: 43222612 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	2	4728322	\$6,519.20	\$13,038.40
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-C93004UE UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	2	4818165	\$856.70	\$1,713.40
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	2	4728329	\$666.40	\$1,332.80
Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	2	4752735	\$59.00	\$118.00
Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant Mfg. Part#: PWR-C1-1100WAC-P/2 UNSPSC: 39121004 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	2	5237724	\$1,319.08	\$2,638.16
Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 TAX: OPELIKA, AL .0000% \$.00	2	4752739	\$56.53	\$113.06

QUOTE DETAILS (CONT.)

Contract: National IPA Technology Solutions (2018011-01)

Cisco Catalyst 9300 Series Network Module - expansion module	2	4727526	\$1,602.04	\$3,204.08
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Mfg. Part#: C9300-NM-8X

UNSPSC: 43201404

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Catalyst 9300 - Network Essentials - switch - 24 ports - managed - ra	5	4708805	\$3,393.50	\$16,967.50
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Mfg. Part#: C9300-24P-E

UNSPSC: 43222612

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco SMARTnet extended service agreement	5	4708810	\$343.13	\$1,715.65
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Mfg. Part#: CON-SNT-C93002PE

UNSPSC: 81111811

Electronic distribution - NO MEDIA

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Digital Network Architecture Essentials - Term License (3 years) - 24	5	4756239	\$366.10	\$1,830.50
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Mfg. Part#: C9300-DNA-E-24-3Y

UNSPSC: 43233204

Electronic distribution - NO MEDIA

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Catalyst 9300 Series Network Module - expansion module	5	4727526	\$1,602.04	\$8,010.20
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Mfg. Part#: C9300-NM-8X

UNSPSC: 43201404

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant	5	5428371	\$868.02	\$4,340.10
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Mfg. Part#: PWR-C1-715WAC-P/2

UNSPSC: 39121004

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco StackPower - power cable - 1 ft	5	4752739	\$56.53	\$282.65
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Mfg. Part#: CAB-SPWR-30CM

UNSPSC: 26121636

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco StackWise 480 - stacking cable - 1.6 ft	5	4752735	\$59.00	\$295.00
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Mfg. Part#: STACK-T1-50CM

UNSPSC: 26121609

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco 8841 VoIP Phone	20	3371367	\$334.28	\$6,685.60
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Mfg. Part#: CP-8841-K9=

UNSPSC: 43191511

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco SMARTnet extended service agreement	20	3416408	\$17.32	\$346.40
---	----	---------	---------	----------

Mfg. Part#: CON-SNT-CP8841K9

Attachment: 11-3-20 - CISCO EQUIPMENT - NATL IPA CONTR #2018011-01 - CNCL PKT (291-20 : Purchase - Cisco Equipment-National IPA

QUOTE DETAILS (CONT.)

UNSPSC: 81111812

Electronic distribution - NO MEDIA

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

Contract: National IPA Technology Solutions (2018011-01)

Proline Cisco SFP-10G-LR Compatible SFP+ TAA Compliant Transceiver - SFP+ t

10

2918770

\$490.16

\$4,901.60

Mfg. Part#: SFP-10G-LR-PRO

UNSPSC: 43201553

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

Contract: National IPA Technology Solutions (2018011-01)

Proline Cisco GLC-LH-SMD Compatible SFP TAA Compliant Transceiver - SFP (ml

10

3269895

\$117.82

\$1,178.20

Mfg. Part#: GLC-LH-SMD-PRO

UNSPSC: 43201553

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Catalyst 3560CX-8XPD-S - switch - 8 ports - managed - rack-mountable

3

3842962

\$1,811.42

\$5,434.26

Mfg. Part#: WS-C3560CX-8XPD-S

UNSPSC: 43222612

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco SMARTnet extended service agreement

3

4257528

\$129.86

\$389.58

Mfg. Part#: CON-SNT-WSC356CD

UNSPSC: 81111811

Electronic distribution - NO MEDIA

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco Power Clip for the 3560-C and 2960-C - cable clips

3

2529542

\$23.68

\$71.04

Mfg. Part#: PWR-CLP=

UNSPSC: 26121668

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

Contract: National IPA Technology Solutions (2018011-01)

Cisco power cable - 8 ft

3

3017736

\$29.75

\$89.25

Mfg. Part#: CAB-TA-NA=

UNSPSC: 26121636

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

\$74,695.43

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL

\$74,695.43

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	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$74,695.43	\$2,002.58/Month	\$74,695.43	\$2,313.32/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

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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. 292-20

Purchase - Cloud-Based Security System-State Contract MA 999 17000000186 - IT.

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase a Cloud-Based Security System utilizing the State of Alabama Contract #MA 999 17000000186; and

WHEREAS, CDW Government, Inc. is the State Contract Vendor for the Cloud-Based Security System; 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 CDW Government, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$114,621.59.
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



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
LSDB559	10/23/2020	LSDB559	0936449	\$114,621.59

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto GlobalProtect Cloud Service for Mobile Users - subscription licen Mfg. Part#: PAN-GPCS-USER-A-1YR UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	200	4814974	\$62.79	\$12,558.00
Palo Alto GlobalProtect Cloud Service for Remote Networks - subscription li Mfg. Part#: PAN-GPCS-NET-B-1YR UNSPSC: 43233203 Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	3450	4867370	\$26.27	\$90,631.50
Palo Alto Networks Logging Service - subscription license (1 year) + Premi Mfg. Part#: PAN-LGS-1TB-1YR Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	4	4814977	\$1,196.18	\$4,784.72
Panorama Centralized Management - license - up to 25 devices Mfg. Part#: PAN-PRA-25 UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	1	2514035	\$4,784.00	\$4,784.00
Palo Alto Networks Premium Support Program - technical support - for Panora Mfg. Part#: PAN-SVC-PREM-PRA-25 UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	1	3133946	\$1,863.37	\$1,863.37

PURCHASER BILLING INFO	SUBTOTAL	\$114,621.59
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	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$114,621.59

DELIVER TO	Please remit payments to:
Shipping Address: CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 Shipping Method: ELECTRONIC DISTRIBUTION	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
\$114,621.59	\$3,042.06/Month	\$114,621.59	\$3,522.32/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



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

13.11.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000186

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2017

Procurement Folder: 389954

Expiration Date: 04/08/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/26/20

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

ISSUER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

BUYER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract Renewed - final year

ENDORSEMENT INFORMATION

Name /Address:

Contact:

VC000004220: CDW GOVERNMENT INC

Brittany Logan

75 REMITTANCE DR, SUITE 1515

877-742-3146

britlog@cdwg.com

CHICAGO IL 60675-1515

COMMODITY / SERVICE INFORMATION

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

0800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO

CDW Contract No. ADSP016-130652

Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

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

Approved:

Purchasing Director

RESOLUTION NO. 293-20

Annual Appropriation Contract FY2021 with Lee County Humane Society.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CONTRACT FOR ANIMAL SHELTER SERVICES
WITH THE LEE COUNTY HUMANE SOCIETY, INC.**

WHEREAS, State law requires the City of Opelika, Alabama (the “City”) to provide a suitable shelter for the impoundment of all animals found running at large; and

WHEREAS, for many years The Lee County Humane Society, Inc., (the “Society”) has assisted the City with its animal control program by housing, tending, administering and disposing of stray and unwanted animals originating within the City; and

WHEREAS, the City desires to contract with the Society for animal shelter services; and

WHEREAS, a proposed CONTRACT FOR ANIMAL SHELTER SERVICES (hereinafter the “Contract”) 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 Contract.

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

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

2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City and such other ancillary documents and certificates as may be necessary to effect the purpose and intent of said Contract and to carry out fully the actions contemplated therein on behalf of the City.

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

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

City of Opelika
Contract Title: Animal Shelter Services

THIS CONTRACT made and entered into by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter referred to as "**CITY**," and **THE LEE COUNTY HUMANE SOCIETY, INC.**, an Alabama non-profit Corporation, hereinafter referred to as "**LCHS**."

Business: Lee County Humane Society, Inc.
 Address: 1140 Ware Dr, Auburn, AL 36832
 Phone: 334.821.3222
 Fax: 334.821.6374
 Contact: Elizabeth Mueller, President
 Email: lchspres@leecountyhumane.org

STATEMENT OF BACKGROUND INFORMATION

LCHS has for several years assisted the CITY with its animal control program by housing, tending, administering, and disposing of stray and unwanted animals originating within the City.

The CITY has determined it is in the public interest to enter into this Contract with LCHS for such assistance and activities.

PURPOSE OF CONTRACT

WHEREAS, the purpose of this contract is to describe the rights and responsibilities of LCHS and the CITY in respect to the provision of animal shelter services to the CITY, which has no animal shelter services of its own; and

WHEREAS, funds for this purpose are authorized through the annual CITY budget and the Opelika City Council authorized this contract on _____, 2020.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made part hereof, the CITY and LCHS mutually agree as follows:

1. Scope of Work

LCHS shall independently provide the following Services to the CITY:

- a. LCHS shall furnish animal shelter services to the CITY, in a quality equal to those services traditionally provided to the CITY by LCHS. Animal shelter services shall include sheltering and holding of canines and felines at facilities operated by LCHS, releasing animals to owners, and disposing of animals that are: sick, injured, not deemed adoptable, or for which there is no holding capacity; and not claimed by owners after the period prescribed by the City ordinance, in a responsible and lawful manner (including adoption or destruction). LCHS reserves the right to refuse acceptance of all species of animals other than cats and dogs.

- b. LCHS reserves the right to refuse acceptance of any additional animals from any source once the shelter is deemed by the Shelter Manager or his/her designee as having reached its capacity to provide humane care. The Shelter Manager shall give prompt notice to the City that the shelter has reached capacity and shall redirect any Opelika animals to the City's secondary animal shelters (i.e. Bruce Enterprises and Opelika Animal Hospital).
- c. LCHS reserves the right to refuse acceptance of animals from animal control agents after 3:00 p.m. CITY has right to drop off animals in back kennels at any time after 3:00 p.m. and shall be provided code to combination lock. CITY personnel will check in with staff prior to drop off if staff are present.
- d. LCHS does not accept wildlife.
- e. LCHS shall provide veterinary care at the discretion of the shelter director, or his/her designee. Consistent with the *Code of Alabama* any agent of LCHS may lawfully destroy, or cause to be destroyed, any animal found abandoned and not properly cared for which may appear in the judgment of two reputable citizens, called by him to view the same in his presence, to be infirm, injured, or diseased past any useful recovery for any useful purpose. LCHS shall have a policy and procedure to follow in documenting to euthanize and a procedure to follow in attempting to reach the owner. LCHS may recover the costs from the owner of the animal, if identified, for such veterinary treatment.
- f. All animals seized for abuse, cruelty, or neglect must be evaluated by a licensed veterinarian prior to being received by LCHS. Case animals held longer than the seven day hold period will incur a \$19.00 per night boarding fee that will be invoiced to the CITY and paid promptly by the CITY to LCHS.
- g. Impounded dogs not redeemed by the owner within seven (7) days after impoundment may be processed for adoption or disposed of by LCHS.
- h. Any feral cats will be brought to LCHS in a squeeze cage. The cat will be left in the squeeze cage until disposed of at which time the squeeze cage will be made available for pickup by the CITY.
- i. LCHS further reserves the right to refuse owner surrender if the animal shelter is at maximum capacity. The shelter manager, or his/her designee, shall have the authority to make such determination. The Shelter Manager shall give prompt notice to the City that the shelter has reached capacity and shall redirect any Opelika animals to the City's secondary animal shelters (i.e. Bruce Enterprises and Opelika Animal Hospital).
- j. LCHS shall secure, at its own expense, all personnel necessary to carry out its obligations under the Contract. Such personnel shall not be deemed to be employees of the City.

2. **Compensation**

- a. In consideration of LCHS performing the Services, the CITY agrees to pay to LCHS the Contract sum of \$123,157 to perform the duties and obligations set forth herein during budget year October 1, 2020 through September 30, 2021, with said annual Contract sum to be paid as follows: Equal monthly payments of \$10,263.00 made on or before the 15th day of each month, with the first installment due on October 15, 2020.
- b. LCHS shall utilize said sums only to provide animal sheltering services hereunder.
- c. LCHS shall keep and maintain 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.
 - 1. LCHS shall have an annual audit conducted by an independent public accounting firm qualified to perform audits of non-profit organizations. The audit shall be conducted in accordance with generally accepted auditing standards.
 - 2. A copy of LCHS' audited annual financial statements shall be submitted to the City as provided in section a. above.
- d. As to those animals that have been refused acceptance by LCHS because the shelter has reached capacity or because LCHS has determined that there is a need to have the animal examined by a licensed veterinarian, LCHS shall pay to the City the sum of \$85.00 for each animal rejected or refused admission by LCHS. The City shall invoice LCHS monthly for fees related to rejected animals (\$85.00 per animal). LCHS shall pay said invoices within thirty (30) days of receipt of the same.

3. **Reports.**

LCHS shall submit to the City on or before the 15th day of each month the following monthly reports for the preceding month:

- a. Activity Report (including record owner, address, phone number or person turning in stray)
- b. Intakes by Type Report (stray, returns, etc.)
- c. Intakes by Jurisdiction Report (Auburn, Opelika, Lee County, etc.)
- d. Outcomes by Type Report (i.e. adoption, euthanasia, etc.)

4. **Quarterly Meetings.**

The parties mutually agree that the President of LCHS or his/her designee and the Director of the Solid Waste Division of the City of Opelika or his/her designee shall meet quarterly to:

- a. review monthly reports
- b. discuss any issues
- c. review number of adoptions and euthanizations
- d. review the length of stay for each adopted or euthanized animal

5. **Conditions of Contract**

- a. LCHS shall not have the right, authority or power to sell or assign this contract or the powers granted to it or any interests therein, to any other person or party without the consent of the CITY.
- b. LCHS shall be solely responsible for the security and health of the animals released to it by the CITY and shall be solely responsible for any escaped animals or any illness of or injury to said animals while they are in the custody of LCHS.
- c. LCHS agrees to provide Worker's Compensation, Property Damage and Public Liability insurance in terms and amount satisfactory to the CITY. LCHS shall provide the CITY with a certificate of insurance showing it carries the insurance coverage as detailed in Exhibit A. CITY will be named as additional insured.
- d. The City and LCHS will provide assistance to each other whenever possible.
- e. This contract shall become effective on October 1, 2020 and shall be in effect for one year until September 30, 2021.
- f. This contract may be terminated without cause by either party upon forty-five (45) days advance notice in writing to the other party.
- g. This contract may be terminated if any party fails to cure any breach of its obligations hereunder within thirty (30) days of receiving written notice to do so. Written notice of breach should be provided promptly allowing opportunity to cure before issuing thirty (30) days written notice.
- h. In the event of fire, wind, water damage, or any other damage to the facilities to LCHS, reasonably beyond the control of LCHS, which render LCHS unable to perform its duties hereunder ("force majeure event"), LCHS shall not be legally

obligated to perform services under this contract, provided it promptly (in any event, within not less than fifteen days) provides notice to the CITY of the occurrence of such force majeure event. LCHS shall seek diligently and in good faith to overcome or remove such uncontrollable circumstance. The City shall be excused from making any monthly payment required under Section 2 for any period of time that LCHS is unable to perform its obligations hereunder as the result of an uncontrollable circumstance. If such period of nonperformance is less than one month, the monthly payment shall be prorated for the duration of the uncontrollable circumstance.

- i. LCHS shall defend, indemnify and hold the City and its officers, officials and employees from any and all claims, injuries, damages, losses, causes of action, or suits, including attorney's fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the negligence of the City.
- j. Other than as set forth in this Contract, this Contract shall not confer any rights or remedies upon any person other than the Parties and their respective successors or permitted assigns.
- k. The Parties agree that this is not a joint venture or partnership and that neither party shall have the authority to bind or incur liability for the other. In connection with performing services under this Contract, LCHS shall be an independent contractor for the City and neither LCHS nor its employees shall under any circumstances be considered employees, servants or agents of the City. The City shall not be responsible for any negligence, misconduct or wrongdoing by LCHS or its employees, servants or agents while performing under this Contract.
- l. The governing law of this Contract shall be the law of the State of Alabama.
- m. In case one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and in the event any such provision is held to be invalid, illegal or unenforceable, the Parties shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near an economic benefit as possible to the provision found to be invalid, illegal or unenforceable.
- n. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart.
- o. This Contract constitutes the entire agreement between the Parties hereto and supersedes any prior understandings, agreements or representations by or between

the Parties hereto whether written or oral, to the extent that they relate to the subject matter.

- p. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors or permitted assigns.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by those individuals duly authorized on this the _____ day of _____ 2020.

ATTEST:

THE CITY OF OPELIKA, ALABAMA

Its City Clerk

Its Mayor

ATTEST:

THE LEE COUNTY HUMANE SOCIETY

L. E. Spence
Its Secretary

Elizabeth H. Mueller
Its President

Exhibit A

Liability Insurance.

LCHS shall provide and maintain during the life of the contract, General Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance and Workers' Compensation Insurance in the following amounts:

1. General Liability Insurance - \$1,000,000 per occurrence or claim, \$1,000,000.00 personal and advertising injury, \$2,000,000.00 general aggregate and \$2,000,000.00 products/completed operations aggregate. If coverage is written on a claims-made basis, it will be kept in effect for a period of two (2) years following the expiration of this agreement.
2. Automotive Liability Insurance - \$1,000,000 combined single limit.
3. Workmen's Compensation Insurance that provides statutory workers' compensation benefits for all its employees and Employers' Liability Coverage with limits of, at a minimum, \$1,000,000.00 each accident, \$1,000,000.00 disease – each employee and \$1,000,000.00 accident, \$1,000,000.00 disease – policy limit.
4. Umbrella Liability (over all of the above, plus Workers Compensation) - \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
5. The General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability insurance policies shall name CITY as additional insured and the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty (30) days written notice. CITY reserves the right to modify required coverages in the future if conditions warrant, including higher liability limits and/or broader coverage. In the event CITY exercises this right, LCHS may seek a price increase in accordance with the terms of this agreement. LCHS's insurance is primary.
6. LCHS will be responsible for the payment of any deductibles or self-insured retentions required in the insurance policies listed in this Exhibit.

RESOLUTION NO. 294-20

Annual Appropriation Contract FY2021 with Lee County Rabies Officer.**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 Rabies Officer 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 Rabies Officer,

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 CONTRACT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Lee County Rabies Officer, hereinafter referred to as the "RABIES OFFICER", 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 twelve (12) months commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. The Rabies Officer agrees to provide the City with the following services:
 - (a) To handle all cases involving animals biting or scratching humans.
 - (b) To ensure that any animal that bites or scratches a person is quarantined by a veterinarian or is tested for rabies according to Alabama law.
 - (c) To work with the City's animal control division in an advisory capacity.
 - (d) To provide emergency care for animals picked up by animal control until the owners are contacted.
 - (e) To offer opinions on disposition of animals that are injured or deemed suffering and their owners are unidentified.
 - (f) Strive to make sure that all pets are vaccinated yearly for rabies.
 - (g) To work with animal control concerning problems with wild animals as it pertains to rabies.
 - (h) To provide a quarterly and year-to-date bite report to the Opelika City Clerk. This report shall provide the following for each rabies incident: bite date, report date, owners name, victims name and animal type. This information shall be detailed for Opelika and for the County and Auburn (as available). This report is due in the City Clerk's office by the 15th of the month following the end of the quarter.
3. As compensation for services rendered hereunder, the City agrees to pay to the Rabies Officer for a term of twelve (12) months commencing October 1st, 2020, the sum of \$6,000.00, payable in equal monthly installments of \$500.00 on the 15th day of each month during the term of this Agreement.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Rabies Officer and shall not be liable for any debts or obligations incurred by the Rabies Officer nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Rabies Officer, nor shall Rabies Officer at any time or times use the name or credit of said City in purchasing or attempting to purchase equipment, supplies or any other thing whatsoever.

5. Rabies Officer in performance of his 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 his own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Rabies Officer, provided herein, or performed, but on the contrary, Rabies Officer shall be wholly responsible therefore.
6. Rabies Officer shall not transfer or assign this Agreement without the prior written consent of the City.
7. Rabies Officer 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, without cause, upon thirty (30) days prior written notice to the other.
9. For the purpose of this Agreement, Rabies Officer means the duly licensed veterinarian appointed by the County Board of Health to enforce the rabies laws of the State of Alabama.
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 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.

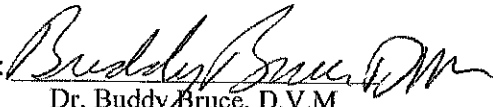
IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2020.

CITY OF OPELIKA, ALABAMA

BY: _____
Gary Fuller
Mayor

ATTEST:

Russell A. Jones
City Clerk - Treasurer

BY: 
Dr. Buddy Bruce, D.V.M.
Lee County Rabies Officer

RESOLUTION NO. 295-20

Annual Appropriation Contract FY2021 with The Boys and Girls Clubs of Greater Lee County.

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 Boys & Girls Clubs of Greater Lee County - Potter Daniel Unit, 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 Boys & Girls Clubs of Greater Lee County, 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

**CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE BOYS AND GIRLS CLUBS OF GREATER LEE COUNTY**

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 **THE BOYS AND GIRLS CLUBS OF GREATER LEE COUNTY**, a non-profit organization (hereinafter referred to as "Club").

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.** The Club agrees to provide the City with the following services:
 - (a) The Club shall operate the Potter-Daniel Unit of The Boys and Girls Club of Greater Lee County, Alabama, in the building located at 1610 Toomer Street, Opelika, Alabama. The Club's facilities shall be open during normal business hours on Monday through Friday from 9:30 a.m. to 2:30 p.m. and after school hours Monday through Friday from 2:30 p.m. until 6:00 p.m.
 - (b) The Club shall provide recreational activities for low and moderate income youth including football, basketball, baseball, softball, shuffleboard, theater, art, painting, dance and photography.
 - (c) The Club shall provide educational programs for low and moderate income youth including homework assistance, mentorship, health tutoring, community service, environmental education, computer skills, internet safety, nutrition, job training, drug and alcohol prevention, youth entrepreneurship, gang intervention and violence prevention.
3. **Compensation for Services.** As compensation for the services rendered hereunder, the City agrees to pay to Club for the term of one (1) year the sum of \$45,000.00 payable monthly by the tenth of each month beginning October 1, 2020.
4. **Club Responsibility.** Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest of the Club and shall not be liable for any debts or obligations incurred by the Club, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Club, nor shall the Club 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. The Club 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 the Club's supervision and control. The Club 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. The Club agrees to provide adequate staffing to carry out its obligations under this Contract.
5. **Independent Contractor Status.** The Club 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 the Club are provided herein, but on the contrary, the Club shall be wholly responsible therefor.

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

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

9. Prohibited Activities. The Club 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. The Club 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 A Jones
CITY CLERK/TREASURER

THE BOYS AND GIRLS CLUBS OF
GREATER-LEW COUNTY

BY: Richard Curry
ITS President

RESOLUTION NO. 296-20

Authorize Engagement Letter with Himmelwright, Huguley, & Boles, LLC for Annual Auditing Services.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH
HIMMELWRIGHT, HUGULEY & BOLES, LLC**

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

1. That the proposed engagement letter for financial auditing services to be entered into between the City of Opelika and Himmelwright, Huguley & Boles, LLC, exhibited in its complete and final form on this day to the City Council and being attached hereto and incorporated by reference as Exhibit "A" be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2. That the Mayor of the City of Opelika is hereby authorized and directed to execute said engagement letter for and in the name of the City of Opelika and the City Clerk is hereby authorized and directed to attest said contract.

ADOPTED AND APPROVED this the _____ day of _____ 2020.

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

ATTEST:

CITY CLERK



Himmelwright
Huguley
Boles

September 9, 2020

City of Opelika, Alabama
204 S 7th Street
Opelika, Alabama 36801

Himmelwright, Huguley & Boles, LLC is pleased to provide the City of Opelika, Alabama with professional services. This letter confirms our understanding of the services we are to provide for the City of Opelika, Alabama for the year ended September 30, 2020. The engagement between the City of Opelika, Alabama and our firm will be governed by the terms of this letter.

In order to better understand each party's obligations, the terms 'we, us, our and HHB' will identify the firm of Himmelwright, Huguley & Boles, LLC. The terms 'you, your and City' will apply to the City of Opelika, Alabama.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund
3. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – School Tax Special Revenue Fund
4. Schedule of Changes in the Net Pension Liability and Related Ratios
5. Schedule of Employers Contributions - Pension
6. Notes to Required Supplementary Information – Pension
7. Schedule of Changes in the Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Combining Balance Sheet – Non-major Governmental Funds
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Governmental Funds
4. Combining Balance Sheet – Non-major Special Revenue Funds
5. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Special Revenue Funds
6. Combining Balance Sheet – Non-major Debt Service Funds
7. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Debt Service Funds
8. Combining Balance Sheet – Non-major Capital Project Funds
9. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Capital Project Funds
10. Combining Statement of Net Position – Internal Service Funds
11. Combining Statement of Revenues, Expenses, and Changes in Net Position – Internal Service Funds
12. Combining Statement of Cash Flows – Internal Service Funds
13. Schedule of Debt – Governmental Funds
14. Schedule of Debt Service – Governmental Funds
15. Schedules General Obligation and Other Long-Term Debt

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors report will not provide an opinion or any assurance on that other information.

1. General Governmental Revenues by Source – Last Ten Fiscal Years
2. General Governmental Expenditures by Function – Last Ten Fiscal Years
3. Ratio of Annual Debt Service Expenditures for General Bonded Debt to Total General Expenditures – Last Ten Fiscal Years
4. Property Tax Levies in Lee County, Alabama – Last Ten Fiscal Years
5. Assessed and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years
6. Property Tax Rates – All Overlapping Governments
7. Ratio of Net Obligation Bonded Debt to Assessed Value and Net General Obligation Bonded Debt Per Capita – Last Ten Fiscal Years
8. Computation of Legal Debt Margin
9. Computation of Overlapping Debt
10. Demographic Statistics - Last Ten Fiscal Years
11. Construction - Last Ten Fiscal Years
12. Principal Taxpayers
13. Miscellaneous Statistics

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or



governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, GASB 34 conversions, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, GASB 34 conversions, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Himmelwright, Huguley, & Boles, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to peer review or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Himmelwright, Huguley, & Boles, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.



The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by peer review. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

John Boles is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for these services will be \$85,000 for the audit, plus an additional \$4,000, if we are required to perform our audit in accordance with the *Uniform Guidance*, and any necessary out-of-pocket expenses (such as third party confirmation fees or other necessary fees incurred by us in order to complete this engagement). The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If during the audit significant additional time to complete the engagement should appear to be necessary or if we become aware that additional time is required in order to assist you in preparing the necessary documents so that we can conduct our audit, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

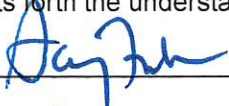
Sincerely,

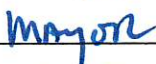


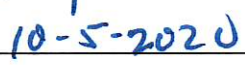
Himmelwright, Huguley & Boles, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Opelika, Alabama:

Signature:  _____

Title:  _____

Date:  _____



ORDINANCE NO. 027-20-ORD

Establish the Offices of City Clerk and City Treasurer - 1st Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING DIVISION 6 OF ARTICLE II OF CHAPTER 2
OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA
TO ESTABLISH THE OFFICES OF CITY CLERK AND THE CITY TREASURER
AND DEFINE THE POWERS, DUTIES AND FUNCTIONS
OF THE CITY CLERK AND THE CITY TREASURER**

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

Section 1. **Amendment of Division 6 of Article II of Chapter 2 of the *Code of Ordinances*.** That Division 6 of Article II of Chapter 2 the *Code of Ordinances* of the City of Opelika, Alabama, entitled “City Clerk/Treasurer” is hereby amended to read as follows:

Division 6. City clerk and the city treasurer.

Subdivision 1. City Clerk

Section 2-125.6.1 Establish office of city clerk.

The nonclassified position of city clerk is hereby established in accordance with the provisions of §11-43-3, *Code of Alabama* (1975). The office of city clerk shall be filled by the city council, by majority vote of the whole qualified membership of the council, at its first regular meeting or as soon thereafter as shall be practicable and such appointee shall hold office until the next general election, and until his or her successor is elected and qualified. It is the intent of the council that said appointment shall be filled at the complete discretion of the council without posting, notice or compliance with any other selection procedures of the city. If a vacancy exists in the office of city clerk, the office

shall be filled by the city council by majority vote of the whole qualified membership of the council.

Section 2-125.6.2 Compensation.

The salary, compensation and emoluments of the city clerk shall be fixed by resolution of the city council and shall not be diminished during the term of office for which he shall have been selected or appointed.

Section 2-125.6.3 Removal.

Any person appointed to the office of city clerk may be removed after a hearing, by a two-thirds vote of all of those elected to the council for incompetency, malfeasance, misfeasance or nonfeasance of office and for conduct detrimental to the good order or discipline of the city, including habitual neglect of duty.

Section 2-125.6.4 Official custodian of records.

(a) As the lawfully designated custodian of certain city documents and records, the city clerk's office shall maintain a permanent filing system of (1) each resolution and ordinance adopted by the city council; (2) certain contracts, agreements and franchises entered into by the city; (3) deeds to all property acquired or sold by the city; (4) appointment files and expiration notices for city boards and agencies; and (5) reports, plans or studies adopted by the city council.

(b) The city clerk's office shall prepare official minutes of all meetings of the city council as required by law; provide the public with access to all public records in his or her possession; and assist individuals and groups seeking information about the city and its departments.

Section 2-125.6.5 Powers and duties of city clerk

The city clerk shall have the following power and duties:

- (1) Attend all regular and special meetings of the city council and attend certain meetings of all committees, boards and commissions of the city to the extent required by law or the council.
- (2) Prepare and maintain the minutes of all meetings of the city council.
- (3) Maintain custody of the seal of the city and impress the seal upon all papers and documents where the seal of the city must appear.
- (4) Attest the execution of city documents.
- (5) Publish notice of public hearings, special meetings of the city council, elections and other official actions as required by state law and city ordinance.
- (6) Maintain copies of all city ordinances and resolutions for public use.
- (7) Receive and file all communications and petitions directed to the city council or to the city generally and indicate thereon the action of the city council taken upon matters in such communications and petitions.
- (8) Inform persons appointed by the mayor or city council to offices in municipal government of their position and the time at which they assume the duties of their office as required by the Mayor or the Council.
- (9) Submit claims, requisitions and demands against the city to the city council at its next regular meeting for approval, unless already provided for by ordinance or resolution.

- (10) Provide information or assistance to the public on request by answering questions, researching records and directing them to appropriate persons and transmitting messages to city staff or officials.
- (11) Prepare certain resolutions, contracts, agreements and notices at the direction of the city council.
- (12) Publish certain legal notices and advertisements as required by law.
- (13) Mail notices to property owners of public improvements made by the city council.
- (14) Ensure city ordinances, resolutions and minutes of the city council are signed and recorded, if necessary.
- (15) Monitor the execution of city agreements, contracts and other legal documents.
- (16) Coordinate, manage and supervise the conduct of municipal elections; receive and file election statements as required by law; direct and supervise election personnel and ensure compliance with federal, state and local laws and regulations.
- (17) Serve as absentee ballot manager in the conduct of all municipal elections.
- (18) Under the supervision of the president of the city council, prepare agendas of all city council meetings and work session meetings.
- (19) Coordinate the information flow between the city council, the mayor and city staff.
- (20) Compose correspondence, reports, memos, letters, notices, resolutions and ordinances on behalf of the city council.

- (21) Conduct necessary research and provide support materials to aid the city council and mayor in making informed decisions.
- (22) Carry out assignments and directives of the city council.
- (23) Act as liaison between the city council and city staff.
- (24) Collaborate with mayor, city council and city staff to formulate long range plans and goals of the city.
- (25) Perform such other duties as may be required of city clerks by law.
- (26) Perform such other duties as may be required by the city council.

Section 2-125.6.6 Supervision.

The city clerk shall report directly to and work under the general supervision of the president of the city council. The president of the city council shall evaluate, at least annually, the performance of the city clerk. Said evaluation and review shall be conducted in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. The president of the city council shall provide the city clerk with an adequate opportunity to discuss his or her evaluation with the president of the city council. The president of the city council shall provide copies of the annual evaluation to the city council.

Section 2-125.6.7 Bond.

For faithful performance of official duties, the city clerk shall make bond with surety approved by the Mayor in the sum of \$100,000, the premium of which shall be paid by the city.

Subdivision 2. City Treasurer

Section 2.125.7.1 Establish office of the city treasurer.

The nonclassified position of city treasurer is hereby established in accordance with the provisions of §11-43-3, *Code of Alabama* (1975). The office of city treasurer shall be filled by the city council, by majority vote of the whole qualified membership of the council, at its first regular meeting or as soon thereafter as shall be practicable and such appointee shall hold office until the next general election, and until his or her successor is elected and qualified. It is the intent of the council that said appointment shall be filled at the complete discretion of the council without posting, notice or compliance with any other selection procedures of the city. If a vacancy exists in the office of city treasurer, the office shall be filled by the city council by majority vote of the whole qualified membership of the council.

Section 2-125.7.2 Compensation.

The salary, compensation and emoluments of the city treasurer shall be fixed by resolution of the city council and shall not be diminished during the term of office for which he shall have been selected or appointed.

Section 2-125.7.3 Removal.

Any person appointed to the office of city treasurer may be removed after a hearing, by a two-thirds vote of all of those elected to the council for incompetency, malfeasance, misfeasance or nonfeasance of office and for conduct detrimental to the good order or discipline of the city, including habitual neglect of duty.

Section 2-125.7.4 Powers and duties of city treasurer

The city treasurer shall have the following power and duties:

- (1) Manage the investment of city funds in accordance with state laws and city policies and provide current status, activity and performance reports to the council and Mayor.

- (2) Maintain a record of pledged collateral by official depositories to comply with state law.
- (3) Co-sign city checks and drafts as required by the council and Mayor.
- (4) Deposit the public funds of the city and such depositories as authorized by the council.
- (5) Keep an accurate record of the funds of the departments of the city.
- (6) Keep books showing accurately the financial condition of the city.
- (7) Establish accounting systems and procedures for the safekeeping, disposal of and recording of all investment assets held or controlled by the city, including the establishment of appropriate internal controls as required.
- (8) Collaborate with the Mayor, council and city staff to formulate long-range plans and goals for the city.
- (9) Perform such other duties as may be required of city treasurers by law.
- (10) Perform such other duties as may be required by the city council and Mayor.

Section 2-125.7.5 Supervision.

The city treasurer shall report directly to and work under the general supervision of the mayor. The mayor shall evaluate, at least annually, the performance of the city treasurer. Said evaluation and review shall be conducted in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. The mayor shall provide the city treasurer with an adequate opportunity to discuss his or her evaluation with the mayor. The mayor shall provide copies of the annual evaluation to the city council.

Section 2-125.7.6 Bond.

For faithful performance of official duties, the city treasurer shall make bond with surety approved by the Mayor in the sum of \$100,000, the premium of which shall be paid by the city.

Subdivision 3. Separation of Offices of City Clerk and City Treasurer.

Section 2.125.8.1 Offices of City Clerk and City Treasurer, Divided

The offices of City Clerk and Treasurer are divided into two positions. The Council, with the consent of the Mayor and a two-thirds vote of the majority, may consolidate the offices of clerk and treasurer as provide in §11-43-3, *Code of Alabama*, (1975). Any such action shall be done at the beginning of a new Council to assure that the term of the officeholder is not diminished.

Section 2. **Severability Clause.** If any section, subsection, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said holding shall not affect the remaining portion of this Ordinance.

Section 3. **Repealer Clause.** All former ordinances or parts thereof conflicting with this Ordinance or the sections hereby adopted are repealed to the extent they are in conflict. All remaining portions of said Ordinance shall remain in full force and effect.

Section 4. **Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

Section 6. **Codification.** Codification of this Ordinance in the *Code of Ordinances* of the City of Opelika is hereby authorized and directed.

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

RESOLUTION NO. 297-20

Appoint the City Clerk.

RESOLUTION NO. _____

**RESOLUTION APPOINTING CITY CLERK AND
ESTABLISHING THE COMPENSATION OF CITY CLERK**

WHEREAS, pursuant to §11-43-3, *Code of Alabama*, 1975, the City Clerk is elected by the governing body of the municipality; and

WHEREAS, the office of the City Clerk is filled by the City Council at its first regular meeting or as soon thereafter as shall be practicable and such appointee holds office until the next general election and until his successor is elected and qualified; and

WHEREAS, the City Council finds and determines that Russell A. Jones is qualified to fill the office of City Clerk.

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

Section 1. **Appointment.** That Russell A. Jones is hereby elected to serve as City Clerk for the term of office ending on the first Tuesday of November 2024, or until his successor is elected and qualified.

Section 2. **Compensation of City Clerk.**

(a) That the salary of the City Clerk shall be an amount equal to the salary provided by Pay Grade 14, established in the City's pay plan, to be paid in the same manner as full time employees of the City. All compensation paid to the City Clerk by the City shall be subject to customary withholding and employment taxes as required by law.

(b) That beginning Fiscal Year 2020-2021, the City Clerk shall be eligible for merit increases on an annual basis from 1% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Mayor.

(c) That the City Clerk shall be entitled to all employee benefits to which a full time classified employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, medical and life insurance, and other plans which may be in effect or which may hereafter be adopted. The City Clerk shall have the same rights and privileges to participate in such plans and benefits as any other full time employee during his term of office. The City Clerk's rights to with respect to such benefits shall be subject to (i) the provisions of any relevant contracts, policies or plans providing such benefits and (ii) the right of the City to amend, modify or terminate any such benefits if that occurs with respect to all classes of employees covered by a given benefit.

Section 3. **Approval of Job Description of City Clerk.** That the job description of the City Clerk, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.

Section 4. **Effective Date.** That the provisions of this Resolution shall take effect immediately upon its passage and adoption by the City Council, except that the effective date of the election of the City Clerk shall be the date of publication of Ordinance No._____.

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 POSITION DESCRIPTION

City Clerk
Office of the City Clerk

Job Summary

This position is FLSA exempt (full-time). This position works alone in a professional office environment. The essential function of the position within the organization is to oversee and direct operations of the Legislative Department/Office of the City Council. The position is responsible for planning and conducting City elections, develops agendas for work sessions and council meetings, develops departmental budget, provides information and assistance to the public on request, makes arrangements for Council members traveling on city business, coordinates activities with boards and/or committees, prepares resolutions for various City-related issues, prepares the minutes of City Council meetings, handles correspondence on behalf of the City Council, and works under the general supervision of the City Council.

Minimum Qualifications

- Requires education or training equivalent to a bachelor's degree in public administration, accounting, finance, law, or a closely related field.
- Possess a Certified Municipal Clerk designation, or the ability to become a Certified Municipal Clerk, after appointment. Must obtain the designation of Master Municipal Clerk within 4 years of employment.
- Requires ten years of related experience, as determined by the hiring authority.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities, and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check as a condition of employment.
- The City clerk/treasurer shall be a resident of the City of Opelika, and shall not cease to be a resident during his or her employment by the City. The City Council may remove the appointee for failure to establish and maintain residency in the City during his or her incumbency.

Essential Job Functions

- Attend all regular and special meetings of the city council and attend certain meetings of all committees, boards and commissions of the city to the extent required by law or the council.
- Prepare and maintain the minutes of all meetings of the city council.
- Maintain custody of the seal of the city and impress the seal upon all papers and documents where the seal of the city must appear.
- Attest the execution of city documents.
- Publish notice of public hearings, special meetings of the city council, elections and other official actions as required by state law and city ordinance.
- Maintain copies of all city ordinances and resolutions for public use.
- Receive and file all communications and petitions directed to the city council or to the city generally and indicate thereon the action of the city council taken upon matters in such communications and petitions.

- Inform persons appointed by the mayor or city council to offices in municipal government of their position and the time at which they assume the duties of their office as required by the Mayor or the Council.
- Submit claims, requisitions and demands against the city to the city council at its next regular meeting for approval, unless already provided for by ordinance or resolution.
- Provide information or assistance to the public on request by answering questions, researching records and directing them to appropriate persons and transmitting messages to city staff or officials.
- Prepare certain resolutions, contracts, agreements and notices at the direction of the city council.
- Publish certain legal notices and advertisements as required by law.
- Mail notices to property owners of public improvements made by the city council.
- Ensure city ordinances, resolutions and minutes of the city council are signed and recorded, if necessary.
- Monitor the execution of city agreements, contracts and other legal documents.
- Coordinate, manage and supervise the conduct of municipal elections; receive and file election statements as required by law; direct and supervise election personnel and ensure compliance with federal, state and local laws and regulations.
- Serve as absentee ballot manager in the conduct of all municipal elections.
- Under the supervision of the president of the city council, prepare agendas of all city council meetings and work session meetings.
- Maintain a record of pledged collateral by official depositories to comply with state law.
- Coordinate the information flow between the city council, the mayor and city staff.
- Compose correspondence, reports, memos, letters, notices, resolutions and ordinances on behalf of the city council.
- Conduct necessary research and provide support materials to aid the city council and mayor in making informed decisions.
- Carry out assignments and directives of the city council.
- Act as liaison between the city council and city staff.
- Perform such other duties as may be required by the city council.
- Regularly attends work.

Marginal Job Functions

- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.

EMPLOYMENT POLICY

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all

reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov .

RESOLUTION NO. 298-20

Appoint the City Treasurer.

RESOLUTION NO. _____

RESOLUTION APPOINTING CITY TREASURER

WHEREAS, pursuant to §11-43-3, *Code of Alabama*, 1975, the City Treasurer is elected by the governing body of the municipality; and

WHEREAS, the office of the City Treasurer is filled by the City Council at its first regular meeting or as soon thereafter as shall be practicable and such appointee holds office until the next general election and until his successor is elected and qualified; and

WHEREAS, the City Council finds and determines that the Controller is qualified to fill the office of City Treasurer; and

WHEREAS, it is the intention of the City Council that the Controller shall serve in the dual capacity of Controller and City Treasurer.

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

Section 1. **Appointment.** That the Controller is hereby elected and appointed to serve as City Treasurer for the term of office ending on the first Tuesday of November 2024, or until her successor is elected and qualified.

Section 2. **Compensation of City Treasurer.** Because the Controller will be serving in the dual capacity of Controller and City Treasurer, she shall not be entitled to any additional compensation in connection with the performance of her service as City Treasurer.

Section 3. **Approval of Job Description of City Controller/City Treasurer.** That the job description of the City Controller/City Treasurer, attached hereto as Exhibit “A” and

incorporated herein by reference, is hereby approved by the City Council.

Section 4. **Effective Date.** That the provisions of this Resolution shall take effect immediately upon its passage and adoption by the City Council, except that the effective date of the election of the City Treasurer shall be the date of publication of Ordinance No._____.

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 POSITION DESCRIPTION

Controller Accounting

Job Summary

This position is FLSA exempt (full-time). This position leads others in a professional office team-oriented environment. The essential function of the position within the organization is to oversee and direct operations of the City's Accounting Department in compliance with generally accepted accounting principles. The position is responsible for supervising staff, regulation compliance, budget and financial reporting and forecasting, policy and procedure development, coordinating and preparing the annual City budget, and monitoring City expenditures and financial information for budgetary control and decision making by City management. The position develops and implements programs within organizational policies; reports major activities to executive level administrators through conferences and reports.

When appointed by the City Council, this position also serves as the City Treasurer and is responsible for coordination of payments for city appropriations, management of relationships with local banks, and investment of City funds.

Minimum Qualifications

- Requires bachelor's degree in accounting, finance or a closely related field. Master's in accounting or finance preferred.
- Requires Certified Public Accountant License at time of hire.
- Requires ten years of related experience, preferably in a public accounting supervisory position.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check as a condition of employment.

Essential Job Functions

Controller

- Plan, direct and coordinate all activities relating to accounting, which includes supervision of staff, budgeting and financial reporting, annual audit, policies & procedures, risk management/internal control, quality control, accounting software, debt management, intergovernmental transfers, cash and revenue, accounts payable, accounts receivable, manage journal entries, budget adjustments and oversight of bank reconciliations, ordinances/resolutions, economic development agreements, federal and state grants, capital assets, and payroll.

- Provides day-to-day staff leadership to ensure a high performance, customer service-oriented work environment that supports achieving the Accounting department and the City's mission, objectives and values. Supervises the work of assigned staff and establishes performance requirements and provides coaching for performance enhancement and development. Coordinates activities of the Assistant Controller and Sr. Accountant. Oversees the development of long-range strategic plans for the Accounting department.
- Selects, trains, motivates and evaluates employee performance within the Accounting Department; provides or coordinates staff training; implements performance management.
- Coordinates the development of the annual City budget; assists department managers in the review and preparation of budget estimates; provides financial and budget information to other departments and assists in resolving questions and issues.
- Consults with and advises City management and the City Council on finance related issues; prepares reports and makes presentations; keeps management informed of new legislation and accounting standards affecting City finance policies.
- Prepares monthly financial reports for presentation to the City Council, Mayor, City Administrator and department heads.
- Interacts with Mayor, Council, department heads and other City personnel to provide information and assist with issues relating to financial matters.
- Develops financial studies and plans, forecasts, estimates, and monitors the financial condition of the City to ensure the fiscal well-being of the City.
- Ensures accuracy of month-end and year-end account balances and makes necessary journal entries to balance all accounts in compliance with generally accepted accounting principles.
- Provides end-of-year books, records, schedules and spreadsheets for audit, and assists audit personnel by providing needed information. Responsible for working and coordinating with the external auditors in preparation of the Comprehensive Annual Financial Report.
- Recommends and administers policies and procedures and makes recommendations for improvements or efficiencies.
- Ensures that effective internal controls are in place and functioning to maintain compliance with applicable federal, state and local regulatory laws and standards for financial reporting.
- Monitors the automated financial management system; coordinates with Accounting and Information Technology staff, as well as software vendor personnel, to identify and resolve issues involving the use of the financial management software and needs for customization of the software.
- Assures compliance with debt service schedules, obligations, bond covenants and other debt financing arrangements. Coordinates all new debt issues or refunding issues for the City Council's consideration.
- Manages City intergovernmental agreements assuring compliance and timely processing of payments pursuant to the agreements as well as disclosure requirements.
- Oversight of cash investments, cash management processes and revenue tracking, including sales tax receipts, and reporting.
- Monitors operating expenses within approved budget guidelines and conducts analyses of actual costs/expenses relative to the budget.

- Establishes and maintains cooperative and effective working relationships with the City and other government officials, representatives of public and private organizations citizen groups, outside suppliers and vendors, department heads, employees and the public.
- Reviews/approves journal entries, budget adjustments and reconciliations of bank statements for compliance with City policies.
- Develops accounting-related ordinances and resolutions as required. Review all ordinances and resolutions for the City.
- Review and track Economic Development Agreements for compliance.
- Oversight of federal and state Grant programs including reporting and Other Grant Related issues and reconciliations. Assists in the work related to such during the independent audit and grantor audits.
- Oversight of capital assets and depreciation schedules.
- Oversight of payroll, deductions, tax withholdings and reports, social security, retirement, insurance, workers compensation, garnishments and other as deemed necessary.
- Regular attendance at work.

Treasurer

- Manage the investment of city funds in accordance with state laws and city policies and provide current status, activity and performance reports to the council and mayor as requested.
- Maintain a record of pledged collateral by official depositories to comply with state law.
- Co-sign city checks and drafts as required by the city council and mayor.
- Collaborate with mayor, city council and city staff to formulate long range plans and goals of the city.
- Perform such other duties as may be required of city treasurers by law.
- Regularly attends work.

Marginal Job Functions

- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.
- Performs duties of other departmental personnel as required.

EMPLOYMENT POLICY

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.