



**CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
May 5, 2026
TIME: 6:00 PM**

1. A CALL TO ORDER
2. ROLL CALL
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
3. INVOCATION
 1. Anne Nicholson from Open Heavens Ministry.
4. PLEDGE OF ALLEGIANCE
 1. Miles Tatum and Jake Caldwell from Opelika High School.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 05-05-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 04-21-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. Recognize Alabama Seal of Biliteracy Students from OHS.
 2. Proclamation for Children's Mental Health Day.
 3. Proclamation for ALS Awareness Month.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA

1. **General Business:** Request Downtown Street Closure - Pride on the Plains Parade on 05-29-26.
 2. **General Business:** Request Downtown Street Closure - Touch-A-Truck Event on 06-06-26.
 3. **General Business:** Request Temporary Street Closure - Heritage House Midsummer Market & Northside Classic Car Show on 06-06-26.
 4. **Bid:** City-Wide On-Call Hardscape Projects - PW (\$ as needed).
 5. **Bid:** Meter Testing Equipment - OPS (\$25,341.79).
 6. **Resolution:** Expense Reports from Various Departments.
 7. **Resolution:** Purchase - One (1) Coltri Compressor - OFD (\$37,889.33).
 8. **Resolution:** Purchase - One (1) 2026 Ford F350 Super Crew 4x4 Pickup - OPS (\$60,215).
 9. **Resolution:** Approve Addendum to Contract with Citibot - CR
 10. **Resolution:** Special Appropriation to Greater Peace Community Development Corporation (\$2,000).
12. GENERAL BUSINESS
 13. AWARDING OF BIDS
 14. RESOLUTIONS
 15. ORDINANCES
 1. Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3 - 2nd Reading.
 16. APPOINTMENTS
 17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)
 18. ADJOURN
 1. Character Trait of the Month - Patience, the quality of being patient; such as the ability to wait for a long time without becoming annoyed or upset.
 2. Motion to Adjourn.

“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)705-5130.”



CITY COUNCIL MINUTES

300 Martin Luther King Blvd.

April 21, 2026

TIME: 6:00 PM

1. A CALL TO ORDER

President Allen called the council meeting to order at 06:00 pm and asked Mr. Jones to call the roll.

2. ROLL CALL

The Mayor and all City Council members were present.

1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch

3. INVOCATION

Mr. Lee provided the invocation.

1. Craig Lee from Oak Hill Church.

4. PLEDGE OF ALLEGIANCE

Allie led the Pledge of Allegiance.

1. Allie Hill and Joshua Allen from Opelika Middle School.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 04-21-26.

MOTION TO ADOPT THE AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

SECONDER: Councilman Ward 4 - President Pro-Tem Chuck Beams

AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch

NAYS: None

ABSTAIN: None

6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)

1. Minutes from the 04-07-26 council meeting.
President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Rauch made a motion to approve. Ms. Holmes seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. City's Financial Summary Report for March 2026.
Mayor Smith stated that if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it.
2. March 2026 Monthly Building Summary Report.
Mayor Smith stated that if the council had any questions about the city's building report to ask Mr. Motley or himself about it.
3. Recognize Character Council Citizen of Excellent Character.
Mayor Smith asked members of the Character Council and Mr. Ronnie Ware to come up front and join him with Mr. Beams. Mr. Beams then recognized Mr. Ware as the April 2026 Citizen of Excellent Character, spoke about why he chose Mr. Ware for the award, and how he exemplified the character trait of the month: Kindness. Mayor Smith then read the certificate and presented it to Mr. Ware.
4. Recognize Officer Cody Barr with a Lifesaver Award.
Mayor Smith then invited Major Hester and Officer Barr up front. Major Hester gave a brief summary of Officer Barr's lifesaving actions and Mayor Smith presented him with the award.
5. Recognize OPS/Energy Southeast Scholarship Recipients.
Mayor Smith then invited Brent Poteet and the scholarship recipients up front. Mayor Smith then recognized each recipient and presented them with an award.

9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)

President Allen asked Mr. Jones to present the public hearings.

1. Public Hearing - First Amendment to the Project Development Agreement with MAB American Management, LLC.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said amendment. No one came forward to speak. President Allen closed the public hearing.
2. Public Hearing - Second Amendment to the Project Development Agreement with Broad Metro, LLC.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said amendment. No one came forward to speak. President Allen closed the public hearing.
3. Public Hearing - Amend the Development Plan for the Cedar Creek PUD.

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

4. Public Hearing - Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3.

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

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)

Tessa Tallakson of 1022 Renfro Avenue spoke first. Ms. Tallakson spoke against the bid for the Northpark Drive extension and bridge over Halawakee Creek. Ms. Tallakson stated that this expansion of the Northeast Industrial Park could possibly lead to a data center that she would have major concerns about.

11. CONSENT AGENDA

President Allen asked if any council member wanted to remove any individual item(s) from the consent agenda and deal with that item separately on the regular agenda.

After hearing no request(s) to remove any consent agenda items, President Allen asked for a motion to approve the consent agenda.

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 4 - President Pro-Tem Chuck Beams

SECONDER: Councilwoman Ward 3 Leigh Whatley

AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch

NAYS: None

ABSTAIN: None

1. **General Business:** Request Alcohol License - 1854 Rare Wines And Gifts DBA 1854 Rare Wines And Gifts LLC, Retail Wine and Beer On And Off Premise.
APPROVED BY UNANIMOUS CONSENT
2. **General Business:** Request Alcohol License - Eat Banditos, LLC DBA Banditos - Restaurant Retail Liquor and Beer on Premise.
APPROVED BY UNANIMOUS CONSENT
3. **Bid:** One (1) Turret Trailer - OPS (\$70,939).
RESOLUTION NO. 088-26
APPROVED BY UNANIMOUS CONSENT
4. **Bid:** Northpark Drive Extension & Bridge Over Halawakee Creek - ENG (\$3,052,473.84).
RESOLUTION NO. 089-26
APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Expense Reports from Various Departments.

RESOLUTION NO. 090-26
APPROVED BY UNANIMOUS CONSENT

6. **Resolution:** Purchase - Scott Vision C5 Facepieces - OFD (\$182,590).

RESOLUTION NO. 091-26
APPROVED BY UNANIMOUS CONSENT

7. **Resolution:** Purchase - One (1) Altec AT37G Outrigger F550 Truck - OPS (\$183,827).

RESOLUTION NO. 092-26
APPROVED BY UNANIMOUS CONSENT

8. **Resolution:** Purchase - CrowdStrike Subscription Licenses and Services Upgrades - IT (\$186,411.63).

RESOLUTION NO. 093-26
APPROVED BY UNANIMOUS CONSENT

9. **Resolution:** Approve 2025 Byrne Justice Assistance Grant (JAG) Application - OPD (\$26,229).

RESOLUTION NO. 094-26
APPROVED BY UNANIMOUS CONSENT

10. **Resolution:** Approve Contract with Casey Chambley DBA Chambley's Display Fireworks - P&R (\$25,000).

RESOLUTION NO. 095-26
APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Approve Professional Services Agreement with Barge Design Solutions, Inc. for Geotechnical Boring - ENG (\$133,854).

RESOLUTION NO. 096-26
APPROVED BY UNANIMOUS CONSENT

12. **Resolution:** Approve ALDOT Construction Invoice for Gateway Dr and Frederick Rd Intersection Improvement Project - ENG (\$523,604.74).

RESOLUTION NO. 097-26
APPROVED BY UNANIMOUS CONSENT

13. **Resolution:** (Amended) Annual Appropriation Contract FY2026 with The Arts Association of East Alabama (\$75,000).

RESOLUTION NO. 098-26
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve First Amendment to the Project Development Agreement with MAB American Management, LLC - ED.

RESOLUTION NO. 099-26
MOTION TO APPROVE: UNANIMOUS

RESULT: Passed
MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes
SECONDER: Councilwoman Ward 3 Leigh Whatley
AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch
NAYS: None
ABSTAIN: None

2. Approve Second Amendment to the Project Development Agreement with Broad Metro, LLC - ED.

RESOLUTION NO. 100-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed
MOVER: Councilman Ward 5 Todd Rauch
SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes
AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch
NAYS: None
ABSTAIN: None

15. **ORDINANCES**

President Allen asked Mr. Treese to present the ordinances.

1. Amend Chapter 17, Article 5 of the City Code of Ordinances: Pre-Trial Diversion Program - 2nd Reading.

ORDINANCE NO. 018-26

SECOND READING AND APPROVED: UNANIMOUS

RESULT: Passed
MOVER: Councilman Ward 5 Todd Rauch
SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes
AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch
NAYS: None
ABSTAIN: None

2. Amend the Development Plan for the Cedar Creek PUD - 2nd Reading.

ORDINANCE NO. 019-26

SECOND READING AND APPROVED: UNANIMOUS

RESULT: Passed
MOVER: Councilman Ward 4 - President Pro-Tem Chuck Beams
SECONDER: Councilwoman Ward 3 Leigh Whatley
AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch
NAYS: None
ABSTAIN: None

3. Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3 - 1st Reading.

FIRST READING: INTRODUCED

President Allen asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.

16. APPOINTMENTS

17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)

Tiffany Hilyer of 1305 Morris Avenue spoke first. Ms. Hilyer asked the city to propose and pass a local ordinance addressing the protection of local historical cemetery sites within the city limits.

Laura Fuller of 1104 Mockingbird Lane spoke next. Ms. Fuller invited everyone to attend the National Day of Prayer event at Courthouse Square on Thursday, May 7, 2026.

Sue Ellen Tallakson of 910 David Street spoke next. Ms. Tallakson addressed concerns about the city's water quality and availability, as well as her concerns about the possible location of a data center in Opelika.

18. ADJOURN

The City Council meeting minutes of April 21, 2026, are hereby adopted and approved this the ___ day of _____, 2026.

President of City Council
City of Opelika, Alabama

ATTEST:

City Clerk

1. Character Trait of the Month - Kindness, the quality of being friendly, generous, and considerate.
President Allen read the character trait of the month and asked for a motion to adjourn.
2. Motion to Adjourn.

MOTION TO ADJOURN: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

SECONDER: Councilwoman Ward 3 Leigh Whatley

AYES: Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch

NAYS: None

ABSTAIN: None

The council meeting ended at 06:30 pm.



From the Governing Body of
Opelika, Alabama



❧❧❧
Proclamation
❧❧❧

WHEREAS, good mental health is a key component in a child’s healthy development. Recognizing the early warning signs of mental health needs and obtaining the necessary support, assistance, and treatment gives children and youth better opportunities to lead full and productive lives at home, in schools, and in their communities; and

WHEREAS, it is appropriate that we celebrate Children’s Mental Health Awareness Day and Week each year for the direction of our thoughts toward our children’s mental health and well-being; and

WHEREAS, research has shown that early identification and appropriate treatment of mental health disorders among children and adolescents provide them with better opportunities to lead full and productive lives; and

WHEREAS, it is important that children and adolescents, along with their families and communities, learn about the warning signs of mental health disorders and identify where to obtain necessary assistance and treatment; and

WHEREAS, the P.E.A.C.E. Project founded by Alabama native, Madison Belk, is a school-based mental wellness and leadership initiative dedicated to equipping young people with practical tools to understand emotions, navigate challenges, and support one another; and


WHEREAS, by bringing evidence-informed tools directly into schools, the P.E.A.C.E. Project helps bridge the gap and ensures every student, regardless of background, has foundational knowledge about mental wellness; and

WHEREAS, for many students, learning these skills changes the trajectory of their lives. Young people who once felt isolated now understand they are not alone. Students who struggled academically due to emotional distress regain focus. Peer groups become more supportive environments. Most importantly, children begin to see mental health not as weakness, but as part of overall health.

NOW, THEREFORE, I, Eddie Smith, Mayor of the City of Opelika, do hereby find it an honor and a distinct pleasure to recognize **May 7th, 2026**, as

CHILDREN’S MENTAL HEALTH DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Opelika, AL to be affixed this the **5th day of May 2026**.



C. E. “Eddie” Smith, Jr.
Mayor, City of Opelika



From the Governing Body of
Opelika, Alabama



Proclamation



WHEREAS, Amyotrophic Lateral Sclerosis (ALS), also known as Lou Gehrig's Disease, is a progressive and fatal neurodegenerative condition that affects nerve cells in the brain and spinal cord, leading to loss of muscle control, paralysis, and ultimately respiratory failure; and

WHEREAS, ALS impacts thousands of Americans each year, with no known cure, and most individuals diagnosed face a life expectancy of two to five years following diagnosis; and

WHEREAS, ALS does not discriminate, affecting men and women of all backgrounds, and places an immense emotional, physical, and financial burden on patients, families, and caregivers; and

WHEREAS, increased awareness, research funding, and community support are critical to advancing treatments, improving quality of life, and ultimately finding a cure; and

WHEREAS, the City of Opelika remembers with deep respect the life of Dr. Robert Lofton, who faithfully served the citizens of Opelika as a member of the City Council for Ward 3; and

WHEREAS, Dr. Lofton passed away on January 1, 2022, after a courageous battle with ALS, surrounded by his loving family; and

WHEREAS, he was a devoted husband to his wife of 49 years, Lela, a dedicated father, a respected veterinarian, and an educator who mentored future veterinarians at Auburn University; and

WHEREAS, Dr. Lofton was a man of deep faith, a teacher, a public servant, and a friend to many, known for his love of people, his service to others, and his commitment to making his community better; and

WHEREAS, even in the face of ALS, Dr. Lofton demonstrated strength, dignity, and a desire that his journey would bring glory to God and encouragement to others;

NOW, THEREFORE, I, Eddie Smith, Mayor of the City of Opelika, Alabama on behalf of the Opelika City Council do hereby recognize the month of **May 2026**, as "**ALS AWARENESS MONTH**" and encourages all citizens to support those affected by ALS through awareness, compassion, and advocacy; with the gratitude and sympathy of a thankful community that will never forget Dr. Lofton's contributions or his example.

IN WITNESS, WHEREOF, I have hereunder set my hand and caused Opelika, Alabama, to be affixed this the 5th day of May 2026.

C. E. "Eddie" Smith, Jr.
Mayor, City of Opelika



DOWNTOWN STREET CLOSURE REQUEST APPLICATION

The Opelika City Clerk is responsible for assisting organizations and individuals in making downtown street closure requests. We will guide you through the application process prior to it being submitted to the Opelika City Council for final approval.

Please contact Russell Jones to schedule a time to discuss your request and initial review of your application.

(334) 705-5110

rjones@opelika-al.gov

204 South 7th Street

Opelika, AL 36801

All information is required. Incomplete applications will not be submitted for approval.

Updated September 26, 2025

Before submitting your request, please note the following:

- Requests should be made at least 30 days in advance and no sooner than three months before the event.
- The impact of your request on downtown businesses, city services, and other downtown events will be taken into account when reviewing your application.
- If your event involves Courthouse Square, this is a separate approval and must be coordinated with Opelika Parks & Rec. at (334) 705-5549.
- Submission of this application is not a guarantee of approval.
- Final approval is made by the Opelika City Council.
- **You are responsible for notifying all business that will be affected by road closure. Failure to do so may cause denial of future applications.**

The following information is required to complete this application:

1. Date of your event
2. Start and End Time
3. Anticipated number of participants
4. Type of Event (parade, march, assembly, rally, temporary market, etc.)
5. Map of your event and/or detailed route description and parking lots that need to be barricaded.
6. Location/type of signage you intend to place in the city's right-of-way
7. Dedicated contact/responsible party for your event

#1 - Event Contact Information

Organization/Individual making this request

Pride on the Plains

Point of Contact for this request

- Name (First/Last) Z Young
- Daytime Tel. # 706 478 9692
- Email Address Zyoung@prideontheplains.com
- Mailing Address N/A

#2 - Event Details

- What is the date of your event? Friday, May 29th, 2025
- Time your event starts (CST) 6 pm
- Time your event ends (CST) 8 pm
- Time of set up and barricade block (CST) 5pm - 5:30pm
- Anticipated number of participants _____
- Event Type: Parade
(parade, march, assembly, rally, market, memorial, etc.)
- How many extra garbage cans do you need? 5
You are required to get extra cans.

Please list the street(s) you are requesting be closed:

AVE A, 7th ST, S 9th ST, Ave B (Please See map attached)

#2 - Event Details (cont'd)

Please answer "Yes" or "No" by marking the appropriate box for each question.

YES

NO

Will anyone be selling anything at your event? (Food, merchandise, etc.)

Does your event involve any part of Courthouse Square?

Will you use a PA system or have any music at your event?

Would you like the city's music feed turned OFF during your event?

Will you require electrical power for your event?

Will your event involve any fireworks, confetti, streamers, powder, etc.?

Will your event have any signage, banners, etc.?

Do you have sufficient volunteers for your event?

Will your event have any temporary structures, stages, tents, inflatables etc.?

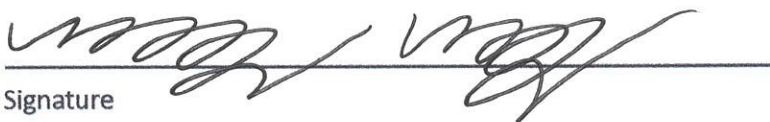
You have contacted all businesses affected by the road closure.

#3 - Statement of Responsibility

By submitting this Downtown Street Closure Request I am acknowledging and agreeing to comply with the following on behalf of myself and/or the organization I am representing.

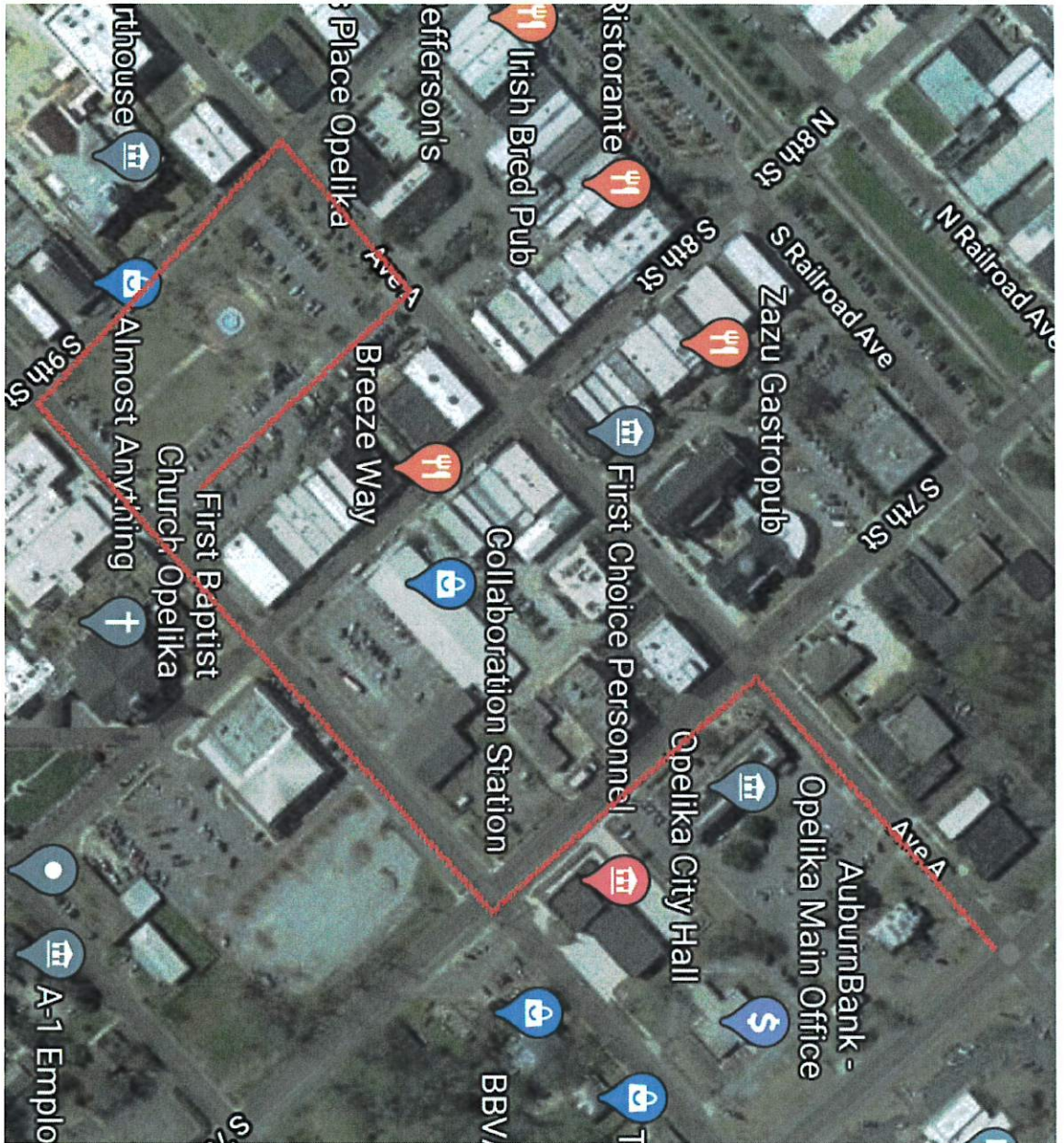
- My request will be reviewed and must be approved by the Opelika City Council.
- The requesting organization/individual is responsible for ensuring all vendors have the proper licensing to conduct their business within the City of Opelika. *Unlicensed businesses are subject to fines and/or removal from the premises.*
- All items brought in for the event and resulting waste shall be removed or properly disposed of immediately following the end of the event/same day as event. You are required to request and pay for extra garbage cans for your event. Payment arrangements must be made prior to event. Opelika Environmental Services will place event cans downtown. It is your responsibility to move those cans throughout your event, as well as place them back in original location immediately following the event. Please do not put excess garbage or uncontained items on the right-of-way. If you have excess garbage, please contact the OES Director at 334-744-4131.
- No dyes, chemicals, animals, people, foreign objects, etc. are allowed in the fountain. Any damage to the fountain will result in a fine to cover the full cost of repairs and cleaning.
- You are not to hang or attach anything to city property, signage, or local businesses without written approval.
- All sound ordinances shall be adhered to.
- Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway for your approved closure time and to return them to where they were dropped off at the end of your event.
- An approved street closure request does NOT guarantee all vehicles will be removed from the affected street(s) prior to your event.
- An approved street closure request does NOT give you the authority to tow/forcibly remove any legally parked vehicles.
- If you do not clean up after your event, or if you cause any damage to city property, you could be banned from future approval and use.
- You are allowed to place flyers on the windshield of vehicles within your approved closure request up to 24 hours in advance of your event if it is done in a way that does not damage the vehicle. (No tape, sticky paper, anything that would stain or scratch, etc.)

Signature



Date

04/12/2026



HISTORIC DOWNTOWN OPELIKA SPECIAL EVENT PERMIT APPLICATION PACKET



CITY OF
OPELIKA
alabama



108 S. 8TH STREET | OPELIKA, AL
(334) 745-0466

PERMIT APPLICATION

PLEASE COMPLETE THE APPLICATION AND RETURN IT TO DIRECTOR@OPELIKAMAINSTREET.ORG

APPLICATION MUST BE SUBMITTED A MINIMUM OF 90 DAYS AND A MAXIMUM OF 120 DAYS BEFORE THE EVENT.

*ALL SPECIAL EVENT PERMIT REQUESTS WILL TAKE INTO CONSIDERATION THE IMPACT OF YOUR REQUEST ON DOWNTOWN BUSINESSES, CITY SERVICES, AND OTHER DOWNTOWN EVENTS.

CONTACT INFORMATION

Event Organizer Name: Kelsey Sullivan

Title with Organization: Director

Organization Name: Opelika Main Street

Contact Phone: 334 849 9923

Contact Email: kelsey@opelikamainstreet.org

Mailing Address: PO Box 2464 Opelika, AL 36803

Day Of Event Contact (if different than Event Organizer): N/A

EVENT INFORMATION

Event Name: Touch A Truck

Event Date: June 6, 2026 Event Time: 9 a.m. - Noon

Type of Event: Festival

Event Description: Community event where our local services can show off their equipment, people, organizations to the general public.

Event Location Requested:

Courthouse Square Downtown Streets Other Location

If requesting a street closure, please list out the requested streets/area:

S. Railroad (10th Street - 7th); 8th Street (S. Railroad - Ave. A); 9th (S. RR - Ave. A)

Event Time to include set up and break down: 6 a.m. - 1 p.m.

Will you have vendors selling food or merchandise? _____ YES NO
(UNLICENSED VENDORS WILL BE SUBJECT TO FINES AND/OR REMOVAL)

Will you use a PA system or have music at your event? _____ YES NO

Would you like the city's music feed turned OFF during your event? _____ YES NO

Will you require electrical power for your event? _____ YES NO

Will your event involve any fireworks, confetti, streamers, powder, etc.? _____ YES NO

Will your event have any temporary structures, stages, tents, inflatables, etc? If so, what?
inflatables, tents, lots of trucks

How many trash cans will you need? 7

of anticipated attendees: (4,000) placera.i. data from 2025

ADDITIONAL INFORMATION REQUIRED:

1. Event Logistics Map
2. Proof of Insurance
3. Downtown Impact Statement (How will this help the downtown community (businesses, residents, etc). If you are requesting a Downtown Street Closure, please include signatures from all affected business owners.

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of and as an ongoing condition of being or having been permitted to utilize the property of the City of Opelika, including the closure of certain streets in the downtown area, I, Kelsey Sullivan - Opelika Main Street (printed name) the undersigned, being of lawful age, do hereby voluntarily agree to release, hold harmless, indemnify, defend and forever discharge the City of Opelika and Opelika Main Street, and each of their respective elected officials, officers, directors, departments, employees, agents and anyone whomsoever, whether or not herein otherwise named, described or identified, from any and all claims, lawsuits, causes of action in equity and at law, demands, damages, death, defamation, personal injury, emotional distress, costs, expense, actual attorney's fees and compensation of any and every kind or nature whatsoever, which I, my heirs, assigns, or estate now or may hereafter have, as a consequence, condition or result of any act, omission, conspiracy, fraud, obligation, failure, event, duty, situation, or condition, and that which may occur or become known in the future whether anticipated or not. Any and all such claims and potential claims described herein which are or may become asserted against parties not specifically released herein, if any, are hereby assigned in full to the parties hereby released. This indemnification, assignment, and release shall also survive and continue until ten days after the applicable limitation of action or statute of limitations for any claim which is, or could be, asserted herein has completely, legally, run.

Done and executed this the 20 day of April, 2026.

Kelsey Sullivan

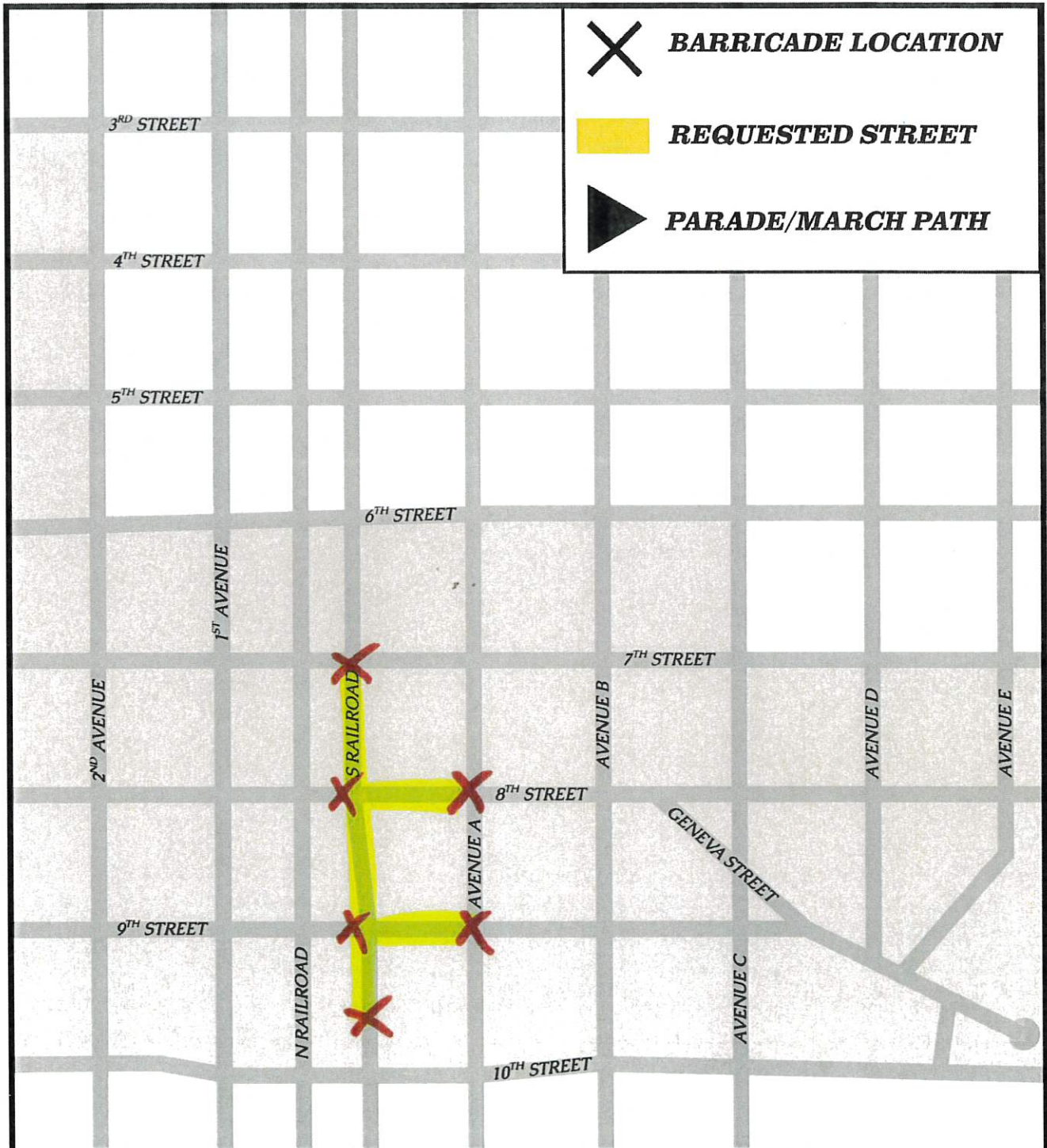
Name of Requestor/Releasor

OMS/City Representative

DOWNTOWN OPELIKA MAP

PLEASE HIGHLIGHT THE STREET(S) YOU ARE REQUESTING BE CLOSED AND THE ROUTE YOU WILL TAKE IF YOUR EVENT IS A MARCH, PARADE, ETC.

PLEASE NOTE: BARRICADES WILL BE PLACED AT THE INTERSECTIONS ADJACENT TO THE STREETS APPROVED TO BE CLOSED. IT IS YOUR RESPONSIBILITY TO PLACE THEM IN THE ROADWAY AT YOUR APPROVED CLOSURE TIME, STAFF THEM DURING YOUR EVENT, AND RETURN THEM TO WHERE THEY WERE DROPPED OFF AT THE END OF YOUR EVENT



2025 Event Map



Layout will only change slightly due to who attends (trucks)



April 20, 2026

Opelika City Council
RE: Touch A Truck 2026

Regarding Touch A Truck on June 6, 2026, Opelika Main Street has completed its due diligence to notify downtown businesses of the Touch A Truck event for 2026. We have advertised it in our Monthly newsletter to the public and in our new bi-weekly newsletter to Downtown Businesses and Property Owners. We have also talked about it in our Downtown Businesses Monthly Meeting since the date was set in January.

Thank you for your continued support of Historic Downtown Opelika!

Kelsey Sullivan
Executive Director
Opelika Main Street



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: 4/28/2026

NAME OF INDIVIDUAL: Dani Nelson
ADDRESS: 714 2nd Avenue
Opelika, AL 36801

PHONE # 334-552-3052
EMAIL Address dani@heritagehouse1913.com

NAME OF ORGANIZATION: Heritage House Lodging & Events
ADDRESS: 714 2nd Avenue
Opelika, AL 36801

PHONE # 334-552-3052

REASON FOR REQUEST: We are hoping to expand our previously approved event area to include one more block for the classic car show.

Information needed:

1. Date of event: [JUNE 06, 2026](#)
2. Start and end time: [9:30am to 4:30pm \(Event time 11am to 4pm\)](#)
3. Est. number of participants: [500](#)
4. Map of route or detailed route description with start/end points. [Attached](#)
5. Specific location on route of street barricades if needed. [On Map](#)
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event. [Noted.](#)
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following the end of event.

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

SIGNED: *Dani Nelson*
NAME (printed): Dani Nelson

Email completed form & information to: Russell A. Jones, CMC
City Clerk
rjones@opelika-al.gov
334-705-5110

Contacts: For barricades, call Mike Hilyer at ESG/Public Works: 705-5413
For additional garbage cans or recycling cans, call Terry White at Environmental Services: 705-5480



ROAD CLOSURE REQUEST: JUNE 6, 2026 , 9 AM TO 4:30 PM
NORTHSIDE CLASSIC CAR SHOW AND MIDSUMMER MARKET

CLOSURE REQUEST:

8TH STREET FROM 2ND AVE TO 5TH AVE

3RD AVE FROM 7TH STREET TO 9TH STREET

4TH AVE FROM 7TH TO 9TH STREET



MARK LOCATIONS FOR BARRICADES AND VOLUNTEER MONITORING
LOCATIONS AT EVENT

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for City-Wide On-Call Hardscape Projects for the Public Works Department; and

WHEREAS, AGX Siteworx submitted the sole bid meeting specifications; and

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

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

- 1. That the contract be awarded to AGX Siteworx on their sole bid meeting specifications.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to AGX Siteworx on an as-needed basis.
- 3. That the Mayor be authorized to execute all documents pertaining to this contract.
- 4. That the Controller be authorized to adjust the budget as necessary for this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2026.

 W. George Allen
 President of the City Council
 City of Opelika, Alabama

ATTEST:

 Russell A. Jones, MMC
 City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26015 – We are asking the Council to approve a contract for City-Wide On-Call Hardscape Projects

FACTS:

- Bid opening date – 4/20/26
- User Department – Public Works
- The bid was mailed to 18 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to AGX Siteworx for their sole bid meeting specifications on an as-needed basis.**

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Meter Testing Equipment for the Power Services Department; and

WHEREAS, TESCO submitted the low bid meeting specifications; and

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

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

- 1. That the purchase be awarded to TESCO on their low bid meeting specifications.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to TESCO in the amount of \$25,341.79.
- 3. That the Mayor be authorized to execute all documents pertaining to this purchase.
- 4. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2026.

 W. George Allen
 President of the City Council
 City of Opelika, Alabama

ATTEST:

 Russell A. Jones, MMC
 City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26018 – We are asking the council to approve a purchase for
Meter Testing Equipment

FACTS:

- Bid opening date – 4/20/26
- User Department(s) – Power Services
- The bid was mailed to 24 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the purchase be awarded to TESCO on their low bid meeting specifications in the amount of \$25,341.79.

BID# 26018	DATE: 4/20/26	DEPT: OPS		24 VENDORS INVITED
DESCRIPTION: METER TESTING EQUIPMENT				2 BIDS RECEIVED
	ITEM 1: METER TESTING EQUIPMENT			
	ITEM 2: OPTICAL PICKUP			
VENDOR	ITEM 1	ITEM 2	DEL	TERMS/DISC
ADAPCO ENVIRONMENTAL SOLUTIONS				
ALTEC INDUSTRIES INC				
AMERICAN SAFETY UTILITY				
ANIXTER INC				
COMMUNICATIONS & ELECTRICAL SUPPLIES				
ELECTRIC POWER SYSTEMS INTL INC				
FIBER INSTRUMENT SALES INC				
FLORIDA TRANSFORMER INC				
GRAYBAR ELECTRIC CO				
GRESKO/CAPSTONE UTILITY SUPPLY INC				
HIPOTRONICS				
INSTRUMENTAL TECHNICAL SERVICES INC				
MAYER ELECTRIC SUPPLY CO INC				
MORGAN ADVANCED PRODUCTS LTD				
PEACH STATE INSTRUMENTS INC				
PROFESSIONAL EQUIPMENT				
SOUTH SOURCE SALES				
STUART C IRBY CO				
TAYLOR POWER SYSTEMS INC				
TEC UTILITIES SUPPLY INC				
TTM SOLUTIONS				
UNITED POWER SERVICES INC				
WALKER AND ASSOCIATES INC				
WESCO DISTRIBUTION INC				
Technology International, Inc.	\$ 28,650.00	Included	85 cal days	0.25%/Net 10
TESCO	\$ 25,341.79	Included	30 cal days	--

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	-----
Cindy Boyd	Accounting	\$ 133.84
Chuck Beams	Legislative	\$ 353.80

- 2) That attached is an expense report(s) prepared, dated, and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City’s accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2026.

 W. George Allen
 President of the City Council
 City of Opelika, Alabama

ATTEST:

 Russell A. Jones, MMC
 City Clerk

EXPENSE REPORT

NAME

Cynthia G. Boyd

DEPARTMENT

Accounting

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE 4/7/26	Las Vegas, Nevada						66.92					66.92
WED												0.00
THU												0.00
FRI 4/10/26	Opelika, AL						66.92					66.92
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00		133.84	0.00	0.00	0.00	0.00	133.84

WEEKLY TOTAL EXPENSES **133.84**

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Tyler Conference - Las Vegas, NV

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
4/7/26	92.3 miles @ \$.725 cents/mi	66.92
4/10/26	92.3 miles @ \$.725 cents/mi	66.92

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Cynthia G. Boyd

Signature

Cynthia G. Boyd

Department Head

City Administrator

[Signature]

EXPENSE REPORT

NAME

Chuck Beams

DEPARTMENT

Legislative

PERIOD ENDING

5/1/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 4/26/26	Opelika, AL to Orange Beach, A					176.90						176.90
MON 4/27/26												0.00
TUE 4/28/26	Orange Beach, AL to Opelika, A					176.90						176.90
WED 4/29/26												0.00
THU 4/30/26												0.00
FRI 5/1/26												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	353.80	0.00	0.00	0.00	0.00	0.00	353.80

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Energy Southeast Conference

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

Chuck Beams

Legislative Dept.

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
4/26/26	244 Miles at .725 cents per mile	176.90
4/28/26	244 Miles at .725 cents per mile	176.90

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Agree To P.O. _____
 Exts Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C _____

RESOLUTION NO. _____

WHEREAS, the Fire Department desires to purchase one (1) Coltri Compressor with related equipment utilizing NPP contract #PS26140; and

WHEREAS, Emergency Equipment Professionals (“EEP”) is the NPP contract vendor for the Coltri Compressor; and

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

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

- 1. That the purchase be awarded to Emergency Equipment Professionals utilizing the NPP contract.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Emergency Equipment Professionals in the amount of \$37,889.33.
- 3. That the Mayor be authorized to sign all documents pertaining to this purchase.
- 4. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2026.

W. George Allen
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones, MMC
City Clerk

Remit To:

EEP
 PO BOX 1739
 Southaven, MS. 38671
 PH: (662) 280-4729
 Fax:(662) 342-7251



**QUOTE
 228294**

CUSTOMER NO.
 973

BILL TO:

Opelika Fire Department
 PO BOX 266
 Opelika, AL 36801

SHIP TO:

Opelika Fire Department
 604 Ave. B+
 Opelika, AL 36801

PHONE: 334/705-5184
 FAX: 334/705-5307

Visit our website at www.emergencyequipment.us

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS
04/16/26		OUR TRUCK		NET 30 DAYS
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
		04/16/26	PH TOM	228294
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED			
1	SSR.SC000308/N	COLTRI SILENT HD 650 ET COMPRSSOR, THREE PHASE 230V -60HZ, BLACK, 15HP	33,262.50	33,262.50
1	XXX-COMP-INSTALL	COMPRESSOR INSTALLATION Includes Installation and Training of compressor	1,500.00	1,500.00
1	SSR.COSAFEGUARD	CARBON MONOXIDE ANALYZER CO SAFEGUARD CARBON MONOZIDE ANALYZER ON COMPRESSOR	1,926.83	1,926.83
NPPGOV CONTRACT# PS26140				
NPP CONTRACT IDENTIFICATION No. VA26140				
Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below				
Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.				
If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.				

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
36,689.33	0.00	1,200.00	36,689.33	0.00		37,889.33

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Emergency Equipment Professionals ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Fire Fighting Equipment, SCBA, and Protective Gear, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Fire Fighting Equipment, SCBA, and Protective Gear, the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2555 for Fire Fighting Equipment, SCBA, and Protective Gear; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2555 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA26140, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Emergency Equipment Professionals
6441 Highway 51
Horn Lake, MS 38637
ATTN: Shawn Witt
Email: switt@eeproinc.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
League of Oregon Cities

Dated: March 25, 2026 | 10:38 AM PDT

VENDOR:

Signed by:
Signature: Shawn Witt
53E4C0EC3CAD4F8...

Printed Name: Shawn Witt

Title: V.P. Equipment Sales
Emergency Equipment Professionals

Dated: March 25, 2026 | 9:21 AM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

<u>Brand/Manufacturer</u>	<u>Product Description</u>	<u>Discount</u>	<u>Contract Product Category</u>	<u>Notes:</u>
Akron Brass	Nozzles	21%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Bullard-Thermal Imaging	Thermal imaging-Scene Sizeup	5%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Bullard-Fire Helmets	Fire Helmets, Eye Protection	10%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
C&S Supply	Nozzles & Appliances	20%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Innotex	Firefighter Gear PPE	20%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Black Diamond Boots	Structural /Wildland Boots	10%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Streamlight	Flashlights	28%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Supervac	Ventilation Fans	20%	Category 1: FIREFIGHTING EQUIPMENT:	Freight Included
Council Tools	Ax, Hooligan, Tools,Rakes	25%	Category 2: FIREFIGHTING ATTACK TOOLS	Freight Included
Firehooks Unlimited	Forcible Entry, Hand Tools	5%	Category 2: FIREFIGHTING ATTACK TOOLS	Freight Included
Leatherhead Tools	Ax . Forcible Entry,	25%	Category 2: FIREFIGHTING ATTACK TOOLS	Freight Included
Supervac	Ventilation Saws	20%	Category 2: FIREFIGHTING ATTACK TOOLS	Freight Included
Ajax Tools	Pneumatic Tools & Equi	5%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Turtle Plastics	Cribbing, Chocks	5%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Mighty Struts	Stabilization Struts	MSRP /MAP	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Call For Freight Quote
Vetter Rescue	Vetter Airrags	15%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Hurst	Hurst Edraulic Rescue Tools E2 & E3	14%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Hurst	High Pressure & Hydraulic Tools	6%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Hurst	Strong Arm Tool	6%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Hurst	Hurst Parts & Accessories	2%	Category 3: EXTRACTION TOOLS AND SUPPLIES:	Freight Included
Bullard-Thermal Imaging	Handheld Thermal Imaging	5%	Category 4: SEARCH AND RESCUE EQUIPMENT:	Freight Included
Boston Leather	Radio Straps, Suspenders, Belts	5%	Category 4: SEARCH AND RESCUE EQUIPMENT:	Freight Included
Rescue Technologies	Rescue Straps, Ropes Bags	MSRP	Category 4: SEARCH AND RESCUE EQUIPMENT:	Freight Included
Vetter Shelters	Shelter & Tent	15%	Category 4: SEARCH AND RESCUE EQUIPMENT:	Freight Included
Supervac	Smoke Machines	20%	Category 5: FIREFIGHTING AND FIREFIGHTER TRAINING:	Freight Included
Teledyne Gas Measurement	Gas Detector, Instrument	5%	Category 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:	Freight Included
Vetter Hazmat	Vetter Hazmat	15%	Category 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:	Freight Included
Akron Brass	Appliances, Nozzles, Foam Equipment	21%	Category 8: FIREFIGHTING FOAM:	Freight Included

Action Coupling	Firehose Accessories	10%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
Akron Brass	Waterway Appliances, Nozzles	21%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
C&S Supply	Waterway Appliances, Nozzles	20%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
Snap-Tite Hose	Firehose Accessories	20%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
Scotty Plastics	Nozzle Hoses Foam Eductor	1%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
Kuriyama Fire Products	Fire Hose, Nozzles	25%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
Kochek	Hose Adapters, Valves Waterfall	30%	Category 9: FIREFIGHTING (MUNICIPAL) HOSES:	Freight Included
CET Fire Pumps	Fire Pumps	6%	Category 10: FIRE PUMPS:	Freight Included
3M Scott Safety	SCBA, Cylinder, Facepiece, RIT BAG & Parts	15%	Category 12: OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED-CIRCUIT SCBA SYSTEMS:	Freight Included
3M Scott Safety	Facepiece, Headnet, Nosecup Parts	15%	Category 13: FACEPIECES:	Freight Included
3M Scott Safety	SCBA Cylinders, Rit Cylinders, Cylinder Parts	15%	Category 15: CYLINDERS:	Freight Included
Coltri Compressor Accessories Service	Service compressor (non warranty)	\$500 /\$135 Hr/ 1% Parts	Category 16: MAINTENANCE, SERVICE AND TESTING:	
Coltri Compressor Accessories Service	Service Compressor repairs (non Warranty)	\$135 Hr / 1% parts	Category 16: MAINTENANCE, SERVICE AND TESTING:	
EEP-Rescue Tool Service	Hurst Annual Test & Maintenance as needed	\$135 Hr/2% Parts	Category 16: MAINTENANCE, SERVICE AND TESTING:	Freight Included
Eep-SCBA Flow TEST	Annual Flow Test Non Warranty	\$55.00	Category 16: MAINTENANCE, SERVICE AND TESTING:	Freight Included
EEP-	SCBA Repairs Non Warranty	\$135 Hr / 2% parts	Category 16: MAINTENANCE, SERVICE AND TESTING:	Freight Included
3M Scott Safety	PAPR, Ska-Paks, Compressed Air Line	15%	Category 17: RELATED SCBA EQUIPMENT:	Freight Included
Akron Brass	Nozzles, Valves, Water Flow, Lightening	21%	Category 19: OTHER:	Freight Included
CIRCUL-AIR APPLIANCES	Extractor & Dryers	3%	Category 19: OTHER:	Freight Included
CIRCUL-AIR STORAGE SYSTEMS	Lockers/ Racks/ Carts	5%	Category 19: OTHER:	Freight Included
Coltri Compressors	Breathing Air Compressor	2%	Category 19: OTHER:	Freight Included
Coltri Compressors Accessories	Compressor Parts	1%	Category 19: OTHER:	Freight Included
Groves Ready Rack	Racks, Extractors Dryers	2%	Category 19: OTHER:	Freight Included

Shipping costs are determined on a per-order basis and specified within the individual customer proposal or contract.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, "federal" pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as "federally assisted construction contracts" under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a "funding agreement" per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401-7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251-1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Terms and Conditions: Interest will be charged at the rate of 1-1/2" per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collections after default. All orders received "As ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

RESOLUTION NO. _____

WHEREAS, Opelika Power Services desires to purchase one (1) 2026 Ford F350 Super Crew 4x4 Pickup with certain options utilizing State of Alabama contract #T191; and

WHEREAS, Stivers Ford Lincoln is the State of Alabama contract vendor for the 2026 Ford F350 Super Crew 4x4 Pickup;

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

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Stivers Ford Lincoln in the amount of \$60,215.00.
3. That the Mayor be authorized to sign all documents pertaining to this purchase.
4. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2026.

W. George Allen
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones, MMC
City Clerk

2026 FORD F350 SUPER CREW 4x4 PICKUP - MODEL W3B

CONTRACT NUMBER: 220000003128-30

STATE CONTRACT: T191

CONTRACT AMOUNT: \$48,730

INCLUDES: XL 610A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, & Tow Package 4/7 Pin,

STATE CONTRACT PRICE (T191)

\$ 48,730

FACTORY OPTIONS

52B	Trailer Brake Controller (Standard on XLT)	\$	300	<input checked="" type="checkbox"/>
18B	Platform Running Boards	\$	445	<input checked="" type="checkbox"/>
66S	Upfitter Switches	\$	250	<input type="checkbox"/>
67E	250 Amp. Alternator	\$	185	<input type="checkbox"/>
43C	120V / 400W Outlet	\$	225	<input type="checkbox"/>
76C	Backup Alarm	\$	230	<input type="checkbox"/>
592	Roof Clearance Lights	\$	150	<input type="checkbox"/>
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985	<input type="checkbox"/>
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	<input type="checkbox"/>
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	215	<input type="checkbox"/>
66L	LED Box Lighting	\$	160	<input type="checkbox"/>
76S	Remote Start	\$	250	<input type="checkbox"/>
85G	Tailgate Step (Includes Step & Handle)	\$	375	<input type="checkbox"/>
874	360 Degree Camera Package	\$	1,150	<input type="checkbox"/>
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730	<input type="checkbox"/>
52S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140	<input type="checkbox"/>
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome F & R Step Bumper, Fog Lamps	\$	425	<input type="checkbox"/>
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250	<input type="checkbox"/>
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345	<input type="checkbox"/>
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five Pickup Bed Attachment Points, One Frame Under Bed Cross Member, & One Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	750	<input type="checkbox"/>

WHEEL BASE OPTIONS:

160	6 3/4' Box (Standard Box On Contract)		Standard	<input checked="" type="checkbox"/>
176	8.0' Box	\$	649	<input type="checkbox"/>

DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine		XL Standard	<input type="checkbox"/>
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)		NC	<input type="checkbox"/>
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$	430	<input type="checkbox"/>
99N	7.3 L V8 430 Horsepower Gas Engine (N/A with XL, Option for XLT)	\$	1,500	<input type="checkbox"/>
X37	3.73 Regular Axle (Standard w/ 7.3L Gas Engine)		NC	<input type="checkbox"/>
X3E	3.73 Electronic Locking Axle (Optional w/ 7.3L Gas Engine)		NC	<input type="checkbox"/>
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-31)	\$	10,211	<input checked="" type="checkbox"/>
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)		NC	<input checked="" type="checkbox"/>
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	\$	430	<input type="checkbox"/>
99M	6.7L High Output V8 Diesel Engine	\$	13,495	<input type="checkbox"/>
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)		NC	<input type="checkbox"/>
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	\$	430	<input type="checkbox"/>
41H	Heater, Engine Block	\$	250	<input checked="" type="checkbox"/>
TD8	LT245/75Rx17E BSW A/S		XL Standard	<input type="checkbox"/>
TBM	LT245/75Rx17E BSW A/T (XL Option)	\$	165	<input checked="" type="checkbox"/>
TCH	LT275/65Rx18E BSW A/S		XLT Standard	<input type="checkbox"/>
TDX	LT275/70Rx18E BSW A/T (XLT Option)	\$	265	<input type="checkbox"/>

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

PACKAGE OPTIONS

17S	STX Appearance Package - Includes: 18" Ebony Black Painted Aluminum Wheels, LT275/70Rx18E BSW A/T, Body-Color Front & Rear Bumpers, Painted Grill, Upgraded Interior Door Panels, , Automatic High Beam, BLIS, Pre-Collision w/ Automatic Emergency Braking, Reverse Brake Assist, Boxlink Color Coordinated Full Carpet w/ Floor Mats, Cloth 40/20/40 Split Bench w/ Center Armrest Cupholder/Storage LED Box Lighting, LED High-Mount Stop Lamp, LED Fog Lamps, LED Reflector Lamps, 10,000 GVWR Pkg	\$ 3,115	<input type="checkbox"/>
17X	FX4 Off-Road Pkg - Requires A/T Tire Option & E-Lock Axle. Includes: Hill Descent Control, Skid Plates for Transfer Case & Fuel Tank, Off-Road Specifically Tuned Front/Rear Shock Absorbers, & FX4 Box Decal	\$ 600	<input type="checkbox"/>
603A	XLT 613A Package - All XL Content Plus: Front & Rear Chrome Bumpers, Chrome Grill, Halogen Fog Lamps, 18" Sparkle Silver Painted Cast Aluminum Wheels w/ Bright Hub Covers & Ornaments, 4 Box Tie Downs, ProPower Onboard - 400W One Dash Mounted Outlet & One in Rear Console, A/C Vents Black w/ Chrome Ring Color Coordinated Full Carpet w/ Floormats, Manually Telescoping/Folding Mirrors w/ Power & Heated Glass, Front Seats - High Series Cloth 40/20/40 Split Bench w/ 20% Under Seat Storage, Center Armrest w/ Cupholder & Storage, 8 Way Power Driver Front Seat, Rear Fixed Privacy Glass, & Trailer Brake Controller	\$ 5,610	<input type="checkbox"/>

COLOR OPTIONS:

Z1	Oxford White		NC	<input checked="" type="checkbox"/>
M7	Carbonized Gray		NC	<input type="checkbox"/>
UM	Agate Black		NC	<input type="checkbox"/>
JS	Iconic Silver	\$ 660		<input type="checkbox"/>
PQ	Race Red	\$ 395		<input type="checkbox"/>
E9	Argon Blue	\$ 395		<input type="checkbox"/>
DR	Avalanche	\$ 395		<input type="checkbox"/>
AT	Yellow	\$ 660		<input type="checkbox"/>
BY	School Bus Yellow	\$ 660		<input type="checkbox"/>
E4	Vermillion Red	\$ 660		<input type="checkbox"/>
GR	Green	\$ 660		<input type="checkbox"/>
W6	Green Gem	\$ 660		<input type="checkbox"/>
MB	Orange	\$ 660		<input type="checkbox"/>

INTERIOR OPTIONS:

AS	40/20/40 Vinyl Seats - Medium Dark Slate (XL)		XL Standard	<input checked="" type="checkbox"/>
LS	40/Mini-Console/40 Vinyl Seat - Medium Dark Slate (Shallow Tray on Floor)	\$ 355		<input type="checkbox"/>
1S	40/20/40 Cloth Seats - Medium Dark Slate (XL)	\$ 315		<input type="checkbox"/>
4S	40/Mini-Console/40 Cloth Seat - Medium Dark Slate (Shallow Tray on Floor)	\$ 615		<input type="checkbox"/>
1S	40/20/40 Cloth Seats - Medium Dark Slate (Only Choice for STX - No Charge)		STX - NC	<input type="checkbox"/>
3S	40/20/40 Cloth Seats - Medium Dark Slate (XLT)		XLT Standard	<input type="checkbox"/>
3J	40/20/40 Cloth Seats - Baja (XLT)		NC	<input type="checkbox"/>
2S	40/Console/40 Cloth Seat - Medium Dark Slate (XLT)	\$ 525		<input type="checkbox"/>
2J	40/Console/40 Cloth Seat - Baja (XLT)	\$ 525		<input type="checkbox"/>

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

STIVERS FORD PACKAGES:

LED	4 Corner LED Strobe Lights	\$	695	<input type="checkbox"/>
FM1	Heavy Duty Rubber Floor Mats	\$	199	<input type="checkbox"/>
TB1	Tool Box - Deep Well (18")	\$	649	<input type="checkbox"/>
TB2	Tool Box - Standard (15")	\$	599	<input type="checkbox"/>
BL1	Bed Liner - Drop In - (6-3/4 Bed)	\$	335	<input type="checkbox"/>
BL4	Bed Liner - Drop In - (8' Bed)	\$	360	<input type="checkbox"/>
BL2	Spray-in Bed Liner - (6-3/4" Bed)	\$	695	<input type="checkbox"/>
BL3	Spray-in Bed Liner - (8' Bed)	\$	735	<input type="checkbox"/>
TN1	Tonneau Cover - Non Folding Hardshell	\$	2,340	<input type="checkbox"/>
TN2	Tonneau Cover - Retractable	\$	1,895	<input type="checkbox"/>
TN3	Tonneau Cover - Tri Fold	\$	1,420	<input type="checkbox"/>
BSL	Bed Slide	\$	1,690	<input type="checkbox"/>
TG1	Liftgate - Maxon		Request	<input type="checkbox"/>
CAM	Camper Shell (6-3/4 Bed)	\$	3,205	<input type="checkbox"/>
BGW	Brush Guard Bumper w/ Winch	\$	2,939	<input type="checkbox"/>

DELIVERY: State Contract Provisions for \$2.00 / mile one-way \$ 114

Delivery Address: _____ 700 FOX TRAIL OPELIKA, AL 36801

TOTAL VEHICLE (Required) \$ 60,215 ✓

Customer: CITY OF OPELIKA - OPELIKA POWER SERVICES

Contact: STACEY BRYSON

Phone: 334.520.6122

Email: SBRYSON@OPELIKA-AL.GOV

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) 

DATE (Required): 4/22/26

PURCHASE ORDER NUMBER:(Required)

QUANTITY (Required)

Stivers Ford Lincoln

4000 Eastern Blvd

Montgomery, AL 36116

Phone: (334)-613-5000

VEHICLE INVOICE

Date: April 22, 2026

Invoice No. MZ18456

Sold To: CITY OF OPELIKA

Address: 700 FOX TRAIL

P.O. BOX 390

City: OPELIKA, AL 36801

Country USA

Terms: Due At Time of Delivery

Description of Equipment				Each	Total
1	2026 FORD F-350 XL CREW CAB 4X4 PICKUP				
	1FT8W3BT6TED78745	G825	OXFORD WHITE	\$ 60,215.00	
					\$ 60,215.00

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Public Comments

NA

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22\(3\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each

- [Master_Agreement_V2 \(5\).pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

RESOLUTION NO. _____

RESOLUTION APPROVING ADDENDUM TO CONTRACT FOR SERVICES BY AND BETWEEN CITIBOT, INC. AND THE CITY OF OPELIKA, ALABAMA FOR CITIBOT CHAT BOT AND WEBSITE INTEGRATION

WHEREAS, pursuant to Resolution No. 127-24, approved on May 21, 2024, the City Council approved a Contract for Services by and between Citibot, Inc., (“Citibot”) and the City of Opelika (the “City”) for interactive text messaging and customer service software system; and

WHEREAS, the City desires to add an annual subscription for Refresh including PDF Remediation for a term of three (3) years; and

WHEREAS, the additional cost of the subscription is \$5,000 the first year; \$5,250 the second year; and \$5,513 the third year; and

WHEREAS, an Addendum to Citibot Subscription Agreement (the “Addendum”), a copy of which is attached hereto as Exhibit “A”, has been prepared by Citibot, Inc., 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 Addendum; and

WHEREAS, payment for renewable services is due upon receipt of invoice each year, and compensation for services shall be paid from the Community Relations Budget.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other lawful acts and to execute and deliver or cause to be executed and delivered in

the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the compensation to be paid to Citibot, Inc., for the services provided under the Addendum shall be paid from Community Relations Budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

6. That the Mayor and Community Relations Officer are hereby authorized to approve payment of all invoices in accordance with the provisions of this Addendum or as otherwise approved by the City Council.

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

ADOPTED AND APPROVED this the _____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK




CITIBOT

PROPOSAL

Opelika, AL

March, 16 2026



Mia Simonton, Direct Sales Manager
mia@citibot.io

Citibot Refresh Overview

Citibot Refresh is an AI-powered platform designed to help local governments keep their websites accurate, accessible, and up to date. Government websites often grow over time with content spread across departments, leading to outdated information, inconsistent messaging, and accessibility challenges.

Citibot Refresh scans every page of a website to identify issues such as outdated content, duplicate information, broken links, accessibility gaps, and inconsistent tone. It then provides clear recommendations so teams can quickly resolve issues and maintain a trustworthy, resident-focused digital experience.



Citibot Refresh uses artificial intelligence to analyze government websites and provide actionable insights that improve accuracy, accessibility, and clarity.

1. Accuracy: AI scans every page to identify conflicting, outdated, or duplicate information, ensuring residents receive reliable and consistent answers from government websites.
2. Current: Refresh flags pages and resources that have not been updated recently, helping teams prioritize which content needs attention and ensuring ongoing human oversight of website information.
3. Persona: Refresh helps ensure that content across departments maintains a consistent tone and voice, improving clarity and making government information easier for residents to understand.
4. Accessibility: The platform identifies accessibility gaps such as missing alt text or structural issues and supports alignment with ADA and WCAG 2.1 standards, helping governments maintain inclusive digital experiences

Optional Add-On: PDF Remediation

Citibot offers optional PDF remediation services to help ensure PDF documents published on the customer's website meet accessibility standards.

Scope of Work

Citibot will deploy and support the Citibot Refresh platform to analyze and improve the client's website content, accessibility, and overall digital experience.

1. Website Analysis

Citibot Refresh will scan the client's public website to identify:

- Outdated or stale content
- Duplicate or conflicting information
- Broken links or outdated resources
- Accessibility issues (e.g., missing alt text or structural gaps)
- Inconsistent tone or messaging across pages

2. AI-Generated Recommendations

For each issue identified, Refresh provides clear, actionable recommendations to improve content accuracy, accessibility, structure, and consistency.

3. Website Health Dashboard

Citibot will provide access to the Refresh dashboard, allowing staff to monitor website performance across key areas:

- Accuracy
- Content freshness
- Accessibility
- Consistency of tone and messaging

4. Reporting

Refresh can run unlimited scans to provide periodic reports summarizing website performance, key issues identified, and recommended priority updates.

5. Implementation & Support

Citibot will provide platform setup, onboarding, staff training, and ongoing support to help the client use Refresh effectively. Citibot Refresh can typically be implemented and launched within **2–4 weeks**, depending on the timely completion of required deliverables and collaboration during onboarding. During this period, Citibot will configure the Refresh dashboard, introduce deliverables during the kickoff call, review requested updates, and conduct a final launch call with the client team. Once the platform is live, the project transitions to Citibot's Customer Success team for ongoing support.

Cost Breakdown Phase 1



LAUNCH/YEAR 1

Annual Subscription - Refresh w/ PDF Remediation	\$5,000
Year 1 Total:	\$5,000

YEAR 2

Annual Subscription - Refresh w/ PDF Remediation	\$5,250
Year 2 Total:	\$5,250

YEAR 3

Annual Subscription - Refresh w/ PDF Remediation	\$5,513
Year 3 Total:	\$5,513



Connect Opelika saved the City of Opelika \$90,000 in 2 years.



Access Aurora saved the City of Aurora \$229,860 in 2 years.



Ask Lucky handles 88% of all inbound communications.



Contact Us:

+843-324-6167

www.citibot.io

chat@citibot.io

Addendum to Citibot Subscription Agreement

ADDENDUM

Between
Opelika, AL
And
Citibot, Inc.

This addendum is made March 18, 2026, to the agreement between Opelika, AL, and Citibot, Inc., executed May 4th, 2024 and now amended by mutual agreement by the parties as follows:

- 1. Annual Subscription Add On: Refresh including PDF Remediation. Cost:
 - Year 1: \$5,000
 - Year 2: \$5,250
 - Year 3: \$5,513

All other terms and conditions remain unchanged and in effect. This addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement executed May 4, 2024, as if fully rewritten herein.

Opelika, AL

Citibot, Inc.

Signed

CEO, W. Bratton Riley

Date

Date

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO GREATER PEACE
BAPTIST CHURCH COMMUNITY DEVELOPMENT CORPORATION
TO SUPPORT SUMMER EDUCATION ENRICHMENT PROGRAM**

WHEREAS, the Greater Peace Baptist Church Community Development Corporation, a 501(c)(3) non-profit corporation, (“GPBCDC”) helps families across Opelika and East Alabama by providing affordable housing, childcare, educational programs, growth opportunities, scholarships and other valuable resources designed to empower youth, families and the community; and

WHEREAS, GPBCDC operates a six-week summer camp for students from low-income families; and

WHEREAS, at said summer camp, students are engaged in hands-on learning activities in the areas of science, math, reading, writing and history; and

WHEREAS, said camp is designed to prepare students for the upcoming school year; and

WHEREAS, the City Council desires to approve a special appropriation to GPBCDC in the amount of \$2,000.00, (\$400.00 each) from the Ward 1, Ward 2, Ward 3, Ward 4, and Ward 5 available discretionary funds earmarked for the summer education enrichment program.

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

1. That there is hereby approved from the Ward 1, Ward 2, Ward 3, Ward 4, and Ward 5 Discretionary Funds (\$400.00) a special appropriation in the amount of \$2,000.00 to GPBCDC for the purpose of supporting the summer education enrichment program.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing education enrichment opportunities to students from low-income families.

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

4. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$2,000.00 can be processed by the Accounting Department.

5. That the officers of the City and any person or persons designated and authorized

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2026.

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

ATTEST:

CITY CLERK

ORDINANCE NO. _____

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

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

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

From a R-5 District (High Density Residential District) to a C-3 District (General
Commercial District), the parcel of land hereinafter described:

Lot #1 through #21, Block "D", SPRING HILL HEIGHTS SUBDIVISION AS
as shown on the map or plat of said subdivision filed for record in Town Plat Book
3, at Page 12, In the Offices of the Judge of Probate of Lee County, Alabama,

Less and Except:

Lot 18A, SPRING HILL HEIGHTS SUBDIVISION - BARNES REVISION,
being a redivision of Lots 18, 19, 20 & 21, Block D, Spring Hill Heights Subdivision,
according to and as shown by that certain map or plat thereof of record in Town Plat
Book 21, at Page 121, in the Office of the Judge of Probate of Lee County, Alabama.

The above-described parcel contains 1.5 acres and is located at 1502 Spring Drive,
Opelika, Alabama.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2026.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the _____ day of _____, 2026.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

City of Opelika Planning Commission Report

Request: Rezoning - from R-5M to C-3 (1.5 acres)

Location of Property: 1502 Spring Drive

Property Owner(s): Eagle Warehouses LLC
Nicholas C. Howell, authorized representative

Current Zoning: R-5M (high density residential)

Proposed Zoning: C-3 (general commercial)

Existing Land Use: Commercial warehouse

**Surrounding Zoning Districts
And Land Uses:**

North	R-5M	Single-family home
South	C-3	Single-family home & undeveloped
East	C-3 & R-3	Single-family home & undeveloped
West	C-3	Undeveloped

Rezoning

The applicant is requesting to rezone 1.5 acres from a R-5M to a C-3 (general commercial) zoning district. The rezoning property is adjacent to three street right-of-ways: Spring Drive on the east side, Blanton Street on the south side, and King Lake Road on the west side. (King Lake is not paved.)

There are C-3 zoned properties that border the rezoning property on the east and west sides across the streets. On the south side, the three adjacent properties to the rezoning property are zoned C-3. These C-3 zones are primarily undeveloped. Across Spring Drive from the rezoning property is "Opelika Supply" a mobile home parts store in a C-3 zone. One single family home is on the east and south side of the rezoning property. A 8.3-acre parcel on the west side is zoned C-3 but remains undeveloped due to steep slopes and a 1.3-acre pond on the lot. The north adjacent property is zoned R-5M with one single family home on a 11,000 square foot lot.

The applicant/property owner discussed with Planning about an addition to the warehouse, and it was noted that the building is in a R-5M zone. The previous property owner may have used the warehouse for personal or private storage. The adjacent property on the north side of the rezoning property is in a R-5M zone. A residential use has not occupied the building.

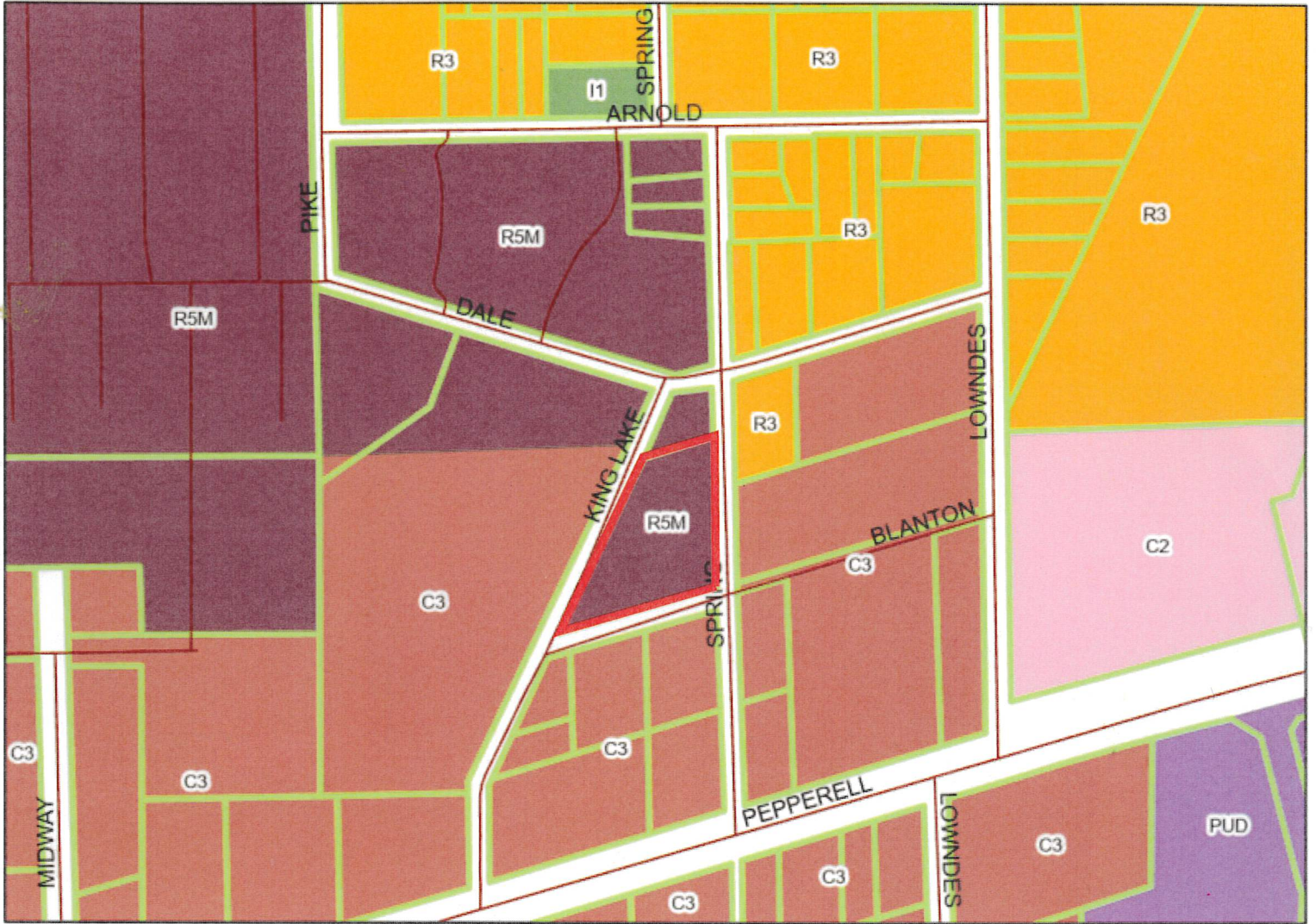
The rezoning applicant and property owner of the rezoning property is owner of Eagle Electric, an electrical contractor servicing businesses and homes. His company bought the rezoning property about 15 years ago that included a 7,400-sf metal warehouse building. The warehouse building is used for storage only. The building is a mini-warehouse style building with about 10 rollup doors, but the applicant uses the building for his Eagle Electric business not as mini-warehouse rentals. The applicant stores his materials and equipment in the warehouse. The building is not used as an office and no employee works in the warehouse or outside on the property. The applicant or an employee picks-up necessary material or equipment from the warehouse and delivers to a job site.

Staff Recommendation

The rezoning property is adjacent to existing C-3 zones (general commercial) on the east, south, and west sides. All properties south of the rezoning property to Pepperell Parkway are zoned C-3. The rezoning to C-3 supports the existing warehouse use on the property. **Planning Staff recommends the Planning Commission send a positive recommendation to the City Council to rezone the 1.5 acre property from R-5M to C-3.**

At the January 27th meeting, the Planning Commission voted to send a positive recommendation to the City Council to approve the rezoning from R-5M to C-3.

EAGLE ELECTRIC REZONING 1502 SPRING DRIVE R-5M TO C-3, C-5



The rezoning is for a 1.5 acre lot that's been a commercial use for decades. The property owner desires to expand his business and a rezoning is also requested. The Land Use Plan shows a commercial corridor land use along the south property line. The adjacent properties are zoned C-3.



Subject Property

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