



**CITY OF OPELIKA**  
**CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
300 Martin Luther King Blvd.  
**February 3, 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. Terrance Nolan from The Bridge Church.
4. PLEDGE OF ALLEGIANCE
  1. Anne Daniel Fulford and Wade Thomas from Morris Avenue Intermediate School.
5. ADOPTION OF THE AGENDA
  1. Motion to Adopt the CM Agenda for 02-03-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
  1. Minutes from the 01-20-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
  1. Reappoint Tom Penton to the Opelika Planning Commission. New Term expires 02-15-2032.
  2. Recognize the Opelika School Teachers of the Year.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
  1. Public Hearing - Impose Temporary Moratorium on New Residential and Multiple Occupancy Projects.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)

11. CONSENT AGENDA

1. **General Business:** Request Downtown Street Closure - Relay for Life Event on 05-01-26.
2. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
3. **Resolution:** Purchase Ammunition - OPD (\$33,670).
4. **Resolution:** Purchase Cisco Service Agreements for Licensing and Hardware from CDW-G - IT (\$47,220.57).
5. **Resolution:** Purchase 3-Year Rubrik Cloud Vault and Cyber Recovery Services from CDW-G - IT (\$597,323.01).
6. **Resolution:** Approve Professional Services Agreement with Routeware, Inc. - OES (\$56,400).
7. **Resolution:** Approve Transfer of Two (2) Ford Crown Victorias to the Town of Camp Hill - OPD.
8. **Resolution:** Approve Agreement with CSXT for the Sportsplex Pkwy Extension Bridge Project - ENG.
9. **Resolution:** Approve Agreement with CSXT for the Veterans Pkwy Extension Bridge Project - ENG.
10. **Resolution:** Approve Establishment of an Opelika Youth Council.
11. **Resolution:** Annual Appropriation Contract FY2026 with Lee County Youth Development Center (\$40,000).
12. **Resolution:** Special Appropriation to the American Cancer Society (\$5,000).
13. **Resolution:** Special Appropriation to Leadership Lee County (\$2,500).
14. **Appointment:** Reappoint Raven Harvis to the Board of Zoning Adjustments (BZA). New Term expires 02-11-2029.
15. **Appointment:** Reappoint Bill Parker, Jr. to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
16. **Appointment:** Reappoint Levale Speigner to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
17. **Appointment:** Reappoint Jayne Gunter to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
18. **Appointment:** Reappoint Ronnie Ware to the Opelika Industrial Development Authority. New Term expires 03-08-2030.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

1. Approve Naming the 6th Street Bridge after Lt. John T. Pruitt, Sr.

15. ORDINANCES

1. Amend Zoning Ordinance & Map: 2001 Cunningham Drive, 5.1 Acres, from R-4 to PUD - 2nd Reading.
2. Amend Zoning Ordinance & Map: 1300 Block Crawford Road, 73.3 Acres, from R-1 to PUD - 2nd Reading.
3. Approve Purchase of Real Property from Stone Martin Builders, LLC - 1st Reading.
4. Impose Temporary Moratorium on New Residential and Multiple Occupancy Projects - 1st Reading.

16. APPOINTMENTS

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

18. ADJOURN

1. Character Trait of the Month - Honor, to regard with great respect.
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.  
**January 20, 2026**  
**TIME: 6:00 PM**

**1. A CALL TO ORDER**

President Allen called the council meeting to order at 06:01 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**

President Allen provided the invocation.

1. President of the City Council - W. George Allen.

**4. PLEDGE OF ALLEGIANCE**

Bruce and Harley led the Pledge of Allegiance.

1. Bruce Heath and Harley Ponds from Jeter Primary School.

**5. ADOPTION OF THE AGENDA**

1. Motion to Adopt the CM Agenda for 01-20-26.

**MOTION TO ADOPT THE AGENDA: UNANIMOUS**

**RESULT:** Passed

**MOVER:** Councilwoman Ward 2 Janataka Hughley-Holmes

**SECONDER:** Councilman Ward 5 Todd Rauch

**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 01-06-26 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. Beams made a motion to approve. Ms. Whatley 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 December 2025.

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. December 2025 Monthly Building 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 Leroy Dexter Hughley to come up front and join him with President Allen. President Allen also invited Mr. Hughley's friends and family up front, recognized him as the January 2026 Citizen of Excellent Character, spoke about why he chose him for the award, and how he exemplified the character trait of the month: Responsibility. Mayor Smith then read the certificate and presented it to Mr. Hughley.

## 9. PUBLIC HEARINGS

(Limit comments to 3 minutes or less)

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

1. Public Hearing - Amend Zoning Ordinance & Map: 2001 Cunningham Drive, 5.1 Acres, from R-4 to 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 rezoning. No one came forward to speak. President Allen closed the public hearing.

2. Public Hearing - Amend Zoning Ordinance & Map: 1300 Block Crawford Road, 73.3 Acres, from R-1 to 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 rezoning.

Allan Garner of 1304 Crawford Road spoke against the rezoning.

Demetrius Edwards of 2305 Hwy 169 spoke against the rezoning.

David Green of 2140 Lester Court, representing the developer, spoke in favor of the rezoning.

President Allen closed the public hearing.

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

Ali Rauch of 2240 Lakeview Drive spoke first. Mrs. Rauch, on behalf of the Opelika Chamber, asked the council to consider approving the 2026 Food Truck Friday street closure dates.

Allan Garner of 1304 Crawford Road spoke next. Mr. Garner continued his explanation of why he was against the rezoning for a subdivision in the 1300 block of Crawford Road.

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.

Ms. Holmes requested that Consent Agenda item #6 be removed and placed on the regular agenda.

President Allen stated that Consent Agenda item #6 would now be placed as Resolution #1 on the regular agenda.

Mr. Beams requested that Consent Agenda item #12 be removed and placed on the regular agenda.

President Allen stated that Consent Agenda item #12 would now be placed as Resolution #2 on the regular agenda.

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

**MOTION TO APPROVE THE CONSENT AGENDA: 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

1. **General Business:** Request Downtown Street Closure - Opelika Chamber 2026 Food Truck Friday Nights.

**APPROVED BY UNANIMOUS CONSENT**

2. **Resolution:** Expense Reports from Various Departments.

**RESOLUTION NO. 017-26**

**APPROVED BY UNANIMOUS CONSENT**

3. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.

**RESOLUTION NO. 018-26**

**APPROVED BY UNANIMOUS CONSENT**

4. **Resolution:** Approve Surplus Property Transfer of One (1) 2012 Chevy Tahoe to the City of Dadeville, Alabama.

**RESOLUTION NO. 019-26**

**APPROVED BY UNANIMOUS CONSENT**

5. **Resolution:** Amend the Job Description for the Position of Codes Compliance Officer - HR.

**RESOLUTION NO. 020-26**

**APPROVED BY UNANIMOUS CONSENT**

6. **Resolution:** Approve Proposal with Marsh McLennan Agency for Workers Compensation Insurance - HR (\$327,344).

**RESOLUTION NO. 021-26**

**APPROVED BY UNANIMOUS CONSENT**

7. **Resolution:** Approve Proposal from GMC for Transportation Planning Services for Columbus Pkwy and East Opelika - ENG (\$143,200).

**RESOLUTION NO. 022-26**

**APPROVED BY UNANIMOUS CONSENT**

8. **Resolution:** Authorize Purchase of Stream and Wetland Credits for the Veterans Parkway Extension Project - ENG (\$577,295).

**RESOLUTION NO. 023-26**

**APPROVED BY UNANIMOUS CONSENT**

9. **Resolution:** Request for Approval of a Special Use Permit by Verizon Wireless at 2605 Tower Street.

**RESOLUTION NO. 024-26**

**APPROVED BY UNANIMOUS CONSENT**

10. **Resolution:** Annual Appropriation Contract FY2026 with Art Haus (\$6,500).

**RESOLUTION NO. 025-26**

**APPROVED BY UNANIMOUS CONSENT**

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve Project Agreement with the BOE for Improvements to Fox Run School - ADMIN.

During discussion, Ms. Holmes explained that her reason for moving this item off the consent agenda was to be fully transparent and have further discussion about the city schools need for this. Mr. Rauch then asked for further explanation about the agreement, its need, and where the funds were going to come from. Mr. Treese then explained the agreement and its need in greater detail, and stated the funding would come from a portion of the city's investment funds. Ms. Whatley then asked if the city had done any due diligence on this due to the school being built within the last few years and its need to already be expanded. Mr. Treese explained that the question would be better answered by the board of education. Ms. Holmes then clarified which grades would be at each level of school due to this expansion. Mr. Beams then commented that his recent role on the board of

education gave him some perspective on the need for this and shared that with everyone.

**RESOLUTION NO. 026-26**

**MOTION TO APPROVE: 4 TO 0**

**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, Councilman Ward 4 - President Pro-Tem Beams, Councilman Ward 5 Rauch

**NAYS:** None

**ABSTAIN:** Councilwoman Ward 3 Leigh Whatley

2. Annual Appropriation Contract FY2026 with East Alabama Healthcare Authority - EMS (\$632,194).

During discussion, Mr. Rauch asked for further explanation. Mr. Treese explained that the contract was for emergency medical services inside the city limits provided by East Alabama Medical Center.

**RESOLUTION NO. 027-26**

**MOTION TO APPROVE: 4 TO 0**

**RESULT:** Passed

**MOVER:** Councilwoman Ward 2 Janataka Hughley-Holmes

**SECONDER:** Councilman Ward 5 Todd Rauch

**AYES:** Councilman Ward 1 - President Allen, Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 5 Rauch

**NAYS:** None

**ABSTAIN:** Councilman Ward 4 - President Pro-Tem Chuck Beams

**15. ORDINANCES**

President Allen asked Mr. Treese to present the ordinances.

1. Amend Development Plan: Wyndham PUD, 15.04 Acres, 3150 Wyndham Industrial Drive - 2nd Reading.

**ORDINANCE NO. 002-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed

**MOVER:** Councilman Ward 5 Todd Rauch

**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

2. Amend Text of Zoning Ordinance: Section 7.3A: "Minimum Lot Width" in the area requirements table for the C-1 zoning district from 60' to "N" - 2nd Reading.

**ORDINANCE NO. 003-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed

**MOVER:** Councilwoman Ward 2 Janataka Hughley-Holmes

<b>SECONDER:</b>	Councilwoman Ward 3 Leigh Whatley
<b>AYES:</b>	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
<b>NAYS:</b>	None
<b>ABSTAIN:</b>	None

3. Amend Zoning Ordinance & Map: 2209 Lafayette Parkway, 6.1 Acres, from M-1, GC-P to C-3, GC-P -2nd Reading.

**ORDINANCE NO. 004-26**

**SECOND READING AND APPROVED: UNANIMOUS**

<b>RESULT:</b>	Passed
<b>MOVER:</b>	Councilwoman Ward 2 Janataka Hughley-Holmes
<b>SECONDER:</b>	Councilman Ward 4 - President Pro-Tem Chuck Beams
<b>AYES:</b>	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
<b>NAYS:</b>	None
<b>ABSTAIN:</b>	None

4. Amend Zoning Ordinance & Map: 2001 Cunningham Drive, 5.1 Acres, from R-4 to PUD - 1st Reading.

**FIRST READING: INTRODUCED**

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

5. Amend Zoning Ordinance & Map: 1300 Block Crawford Road, 73.3 Acres, from R-1 to PUD - 1st Reading.

**FIRST READING: INTRODUCED**

President Allen asked for a member of the council to introduce the ordinance.  
Ms. Holmes introduced the ordinance.

16. APPOINTMENTS

17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)  
None.

18. ADJOURN

The City Council meeting minutes of January 20, 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 - Responsibility, the quality or state of being responsible; such as a moral, legal, or mental accountability.  
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:** Councilman Ward 5 Todd Rauch

**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 06:42 pm.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 3, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

### PURPOSE

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

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

### **AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE CONSIDERATION OF BUILDING PERMITS AND SUBDIVISION APPLICATIONS FOR RESIDENTIAL AND MULTIPLE OCCUPANCY PROJECTS IN THE CITY OF OPELICA TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF ITS CITIZENS**

**WHEREAS**, the City Council of the City of Opelika, Alabama, (the “City Council”) and the Opelika Planning Commission (the “Planning Commission”) have adopted certain regulations, ordinances, codes, policies and procedures which regulate the subdivision of land and the development and approval of various types of residential projects and developments; and

**WHEREAS**, there has been rapid, sustained and substantial growth in residential housing units in and around the City of Opelika (the “City”); and

**WHEREAS**, the City Council recognizes, and hereby finds, that the rapid, sustained and substantial growth in the construction of residential subdivisions, condominiums, apartment buildings, townhomes and multi-dwelling units has increased, and will continue to increase, the burdens of the City to provide municipal services (i.e. water, sewer, power and communications), first responder services, public infrastructure, transportation, parks, recreation and other governmental services beyond what was anticipated by the City; and

**WHEREAS**, the City Council desires to address certain challenges created by the growth with a strategic and deliberate focus on orderly land development in the City limits; and

**WHEREAS**, the City Council hereby finds that the quality of life for the community, and the health, safety and general welfare of the community will suffer if changes are not made to the City's regulations, codes, ordinances, policies and procedures pertaining to certain types of residential developments; and

**WHEREAS**, the City Council has determined that a temporary moratorium on consideration of building permits and subdivision applications for residential subdivisions and multi-dwelling projects will allow the City's staff, the City Council, the Planning Commission; other City Departments to evaluate, recommend and approve the changes that are needed to address the identified challenges; and

**WHEREAS**, the City Council has determined that the short-term moratorium on consideration of new subdivisions and multi-dwelling units is appropriate to prevent conditions that may threaten the City's health, safety and general welfare; and

**WHEREAS**, the suspension of limited duration and limited scope would be in the public interest and promote orderly land development, permit infrastructure planning and development departments to respond to development pressures and promote the general health and welfare of the citizens of the city.

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

**Section 1. Recitals:** That the City Council hereby adopts the findings in the above recitals.

**Section 2. Definitions:** For the purposes of this Article, the following words and phrases shall have the following meanings:

- (a) **“Building Official”** means the chief building inspector of the Building Inspection Division or his or her designee.
- (b) **“City”** means the City of Opelika, Alabama.
- (c) **“Moratorium”** means a temporary prohibition on the issuance of building permits or approvals for the construction, renovation or expansion of residential subdivisions and multi-family dwellings.
- (d) **“Multi-Dwelling Unit Building”** means any building or structure comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, duplexes, townhomes, mobile homes and attached residences. For the purposes of this ordinance, multiple detached single-family units, semi-detached (duplex) dwelling units, and attached dwelling units on the same lot or parcel shall be considered an apartment use.

(e) **“Multi-Use Property”** means any single and distinct parcel of land that maintains two or more major uses; including, but not limited to:

- (1) A property which contains a commercial, residential or industrial use or Public Service Facility having boilers, incinerators, elevators, escalators, automatic garage doors, air conditioners, laundry rooms, utility provisions, health and recreational facilities or other similar devices, systems or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels for another use on the same distinct parcel of land; or
- (2) A building which maintains both commercial (typically on the ground or uppermost floor) and residential uses.

(f) **“Structure”** means anything constructed or erected with a fixed location on or in the ground or attached to something having a fixed location on or in the ground. The word shall include but not be limited to buildings, manufactured homes, walls, fences, billboards, poster panels, swimming pools, posts and poles, including basketball posts.

**Section 3. Imposition of Moratorium:** A moratorium is hereby imposed on the issuance of any approvals for residential development. This shall include any of the following unless specifically exempted by Section 5 of this ordinance:

- (a) Residential developments that contain one or more new multi-dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, duplexes, townhomes, new mobile home permits and attached residences;
- (b) Any new multi-use property within the corporate limits of the City of Opelika that contains residential units including those described in subsection (a) of this section;
- (c) Preliminary or Administrative subdivision plats that create five (5) or more residential lots or dwelling units;
- (d) Conditional use approvals for any multi-dwelling units or multi-use property with any residential units;
- (e) Planned Unit Developments, Planned Residential Developments, or similar planned developments that contain any new multi-dwelling units, residential units, or multi-use property with any residential units;
- (f) Rezoning applications that would either create new residential zoning area or increase the dwelling density of residentially zoned property, whether through traditional zoning, overlay zoning, or through Planned Unit Developments or mixed use districts. This shall not prevent the rezoning of property to C-2, C-3, or I-1. However, any rezoning of properties to commercial or institutional zones shall not be considered an entitlement for residential development or an exemption as described in Section 5 of this ordinance.

**Section 4. Duration of Moratorium:** This moratorium shall take effect on May 1, 2026, and shall remain in effect until April 30, 2027, unless extended, modified or repealed by the City

Council. The moratorium may be extended for additional periods upon a majority vote of the City Council.

**Section 5. Exemptions:** The following shall be exempt from the moratorium imposed by this Ordinance:

- (a) Projects where a building permit application along with building plans have been submitted for review to the Building Official prior to the effective date of this ordinance; provided that the plans, as approved, shall not be changed to substantially alter the appearance, size or shape of the building.
- (b) Essential repairs or maintenance to existing multi-dwelling units provided such work does not significantly change the exterior appearance, size or shape of the building.
- (c) Applications for residential development that received conditional use approval prior to the effective date of this ordinance and where the approval is binding and has not expired.
- (d) Applications for final subdivision plat approval where the preliminary plat approval was granted prior to the effective date of this ordinance and is still valid and binding.
- (e) Application for developments that are located outside of the corporate limits of the City of Opelika and are not seeking annexation.
- (f) Developments that have a valid and binding development agreement with the City of Opelika provided that the terms of the agreement are being met.
- (g) The replacement of a manufactured or mobile home on an existing lot within an approved mobile home park or subdivision.
- (h) Applications for site plan approval or subdivision that are in conformance with a valid master development plan approved through a Planned Unit Development (PUD) or similar process approved prior to the effective date of this ordinance and is still valid and binding.

**Section 6. Study and Review:** During the term of the moratorium imposed by this Ordinance, the Planning Commission shall, in conjunction with City Staff and other relevant departments:

- (a) Conduct a comprehensive study of the potential impacts of multi-dwelling units on municipal services (i.e. water, sewer, power and communications), first responder services, public infrastructure, transportation, traffic impacts, increased school enrollment, parks, recreation and other governmental services.
- (b) Review existing zoning, design guidelines and building regulations related to multi-dwelling units.
- (c) Engage in public outreach to solicit input from residents, business owners and stakeholders on potential regulations.
- (d) Provide a report to the City Council with recommendations for amendments to the Zoning Ordinance and/or building regulations related to the City's overall zoning

plan for development of residential subdivisions, mobile homes and multi-dwelling units.

**Section 7. Severability:** If any section, clause, sentence or phrase of this section is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this article.

**Section 8. Conflicting Ordinances:** All ordinances or parts thereof which are in conflict with the provisions of this Ordinance are hereby repealed in their entirety to the extent of such conflict, except to the extent that this Ordinance provides for temporary and limited suspension of approvals.

**Section 9. Publication:** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

**END**

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

Please contact Brian Weiss, the City's Interim ADA Coordinator, at 334-705-5134 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

WITNESS my hand this the 29th day of January, 2026

/s/ Russell A. Jones, MMC  
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER  
Opelika Observer  
223 S 8<sup>th</sup> Street  
Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the January 29, 2026, issue of your paper.

/s/ Russell A. Jones, MMC  
CITY CLERK



## 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](mailto:rjones@opelika-al.gov)

204 South 7<sup>th</sup> Street

Opelika, AL 36801

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

## 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. DONE**
- 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 - Lee County Relay for Life  
Randy Causey - Logistics Planning and Operations Chair

Point of Contact for this request

• Name (First/Last)	<u>Randy Causey</u>
• Daytime Tel.#	<u>334-703-6621</u>
• Email Address	<u>randy.causey@yahoo.com</u>

### #2 - Event Details

• What is the date of your event?	<u>May 1, 2026</u>
• Time your event starts (CST)	<u>5:00 p.m.</u>
• Time your event ends (CST)	<u>10:00 p.m.</u>
• Time of set up and barricade block (CST)	<u>4:30 p.m.</u>
• Anticipated number of participants	<u>1200</u>
• Event Type: (parade, march, assembly, rally, market, memorial, etc.)	<u>Lee County Relay for Life /American Cancer Society</u>
• How many extra garbage cans do you need?	<u>10</u>
• <b>You are required to get extra cans</b>	

**Additional Needs – Turn Fountain Purple and hang City Owned Relay for Life banners during 4/24-5/4/25.**  
**A pre-event invoice needs to be prepared to bill Randy Causey prior to the event to pre-pay and be used for reimbursement from the event proceeds. It would be helpful if this invoice could be sent out or emailed by April 25<sup>th</sup>.**

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

- (1) Ave A & B at both ends of 9<sup>th</sup> st.
- (2) Ave A&B (Alley between Fountain and Breezeway and
- (3) Parking lot entrance/exit adjacent to the fountain that runs from 9<sup>th</sup> street to Alley beside Breezeway.

## #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.

All Business will be contacted by April 25th, 2026

### #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. You are required to request extra garbage cans for your event.
- No dyes, chemicals, animals, people, foreign objects, etc. are allowed in the fountain. Any damage to the fountain will result in a fine covering 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.
- 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.)

---

Randy Causey

Signature

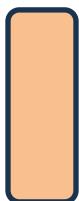
1/19/2026

---

Date

SEE ATTACHED FOR STREET CLOSURE MAP COMPLETE WITH REQUEST FOR BARRICADES 

Location of Stage



## Street 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.

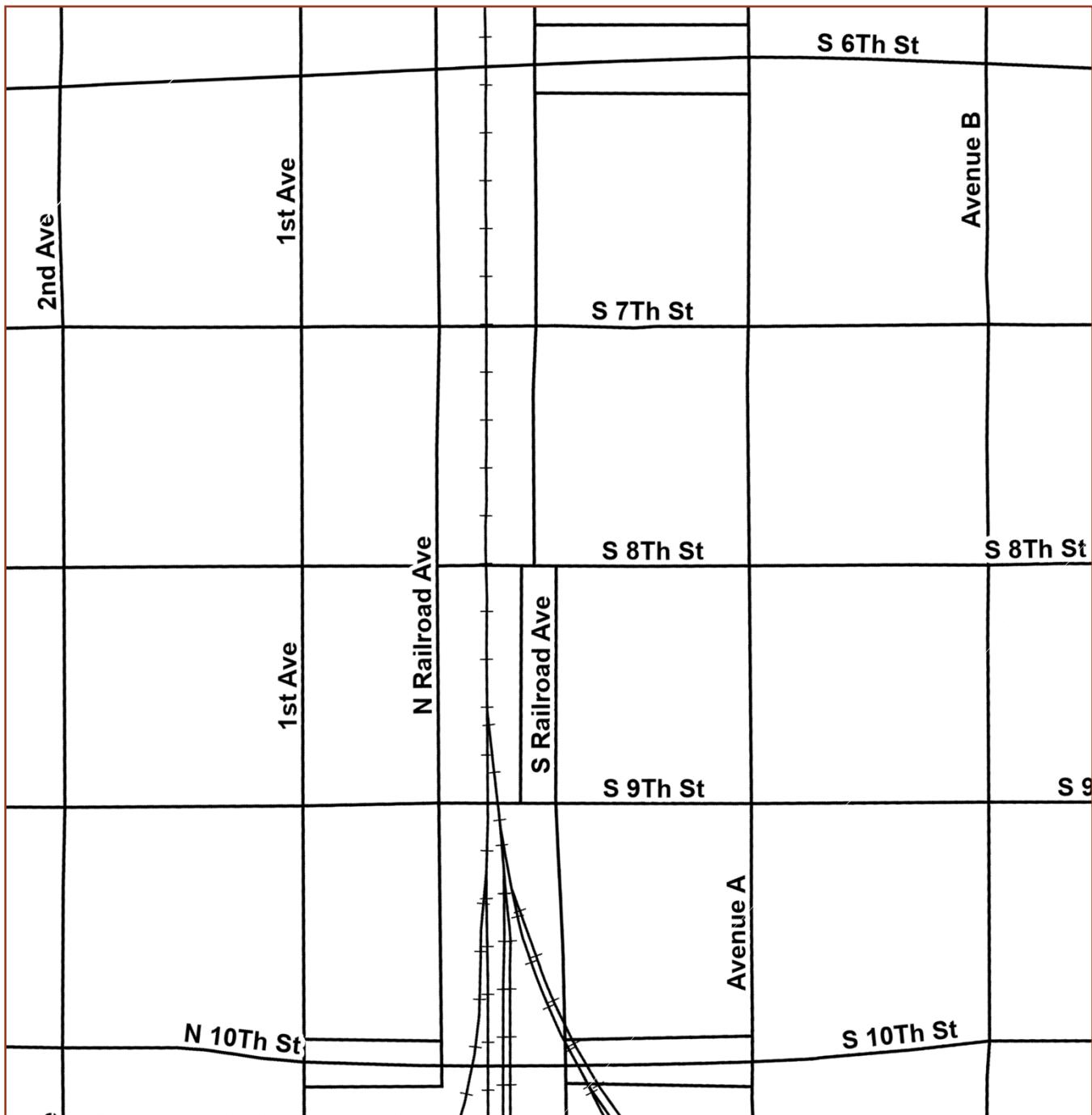
Please Note:

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.

**X** = Barricade Location

 = Requested Street

 = Parade/March Path



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

(1) Ave A & B at both ends of 9<sup>th</sup> st.

(2) Ave A&B (Alley between Fountain and Breezeway and

(3) Parking lot entrance/exit adjacent to the fountain that runs from 9<sup>th</sup> street to Alley beside Breezeway.



Sponsored by: Mayor Eddie Smith  
and the Purchasing Department

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

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

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

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

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

<b>No.</b>	<b>Qty.</b>	<b>Unit</b>	<b>Item Description</b>	<b>Fixed Asset</b>
1.	1	Ea.	2008 Dodge Ram	87003539
2.	1	Ea.	2017 Kenworth Grapple	87003217
3.	1	Ea.	2019 Peterbilt Rear Load	87003176
4.	1	Ea.	2013 Chevy Tahoe	87002812

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

**APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

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

ATTEST:

---

Russell A. Jones, MMC  
City Clerk

Sponsored by: Mayor Eddie Smith  
and the Purchasing Department

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

**WHEREAS**, the Police Department desires to purchase Ammunition utilizing State of Alabama contract #MA23000004087; and

**WHEREAS**, Gulf States Distributors is the State of Alabama contract vendor for the Ammunition; and

**WHEREAS**, funding for this purchase is budgeted;

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

1. That the purchase be awarded to Gulf States Distributors utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Gulf States Distributors in the total amount of \$33,670.00.
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

## Quote



Gulf States Distributors  
 6000 East Shirley Lane  
 P.O. Box 241387 (36124-1387)  
 Montgomery, AL 36117  
 334.271.2010  
 www.gulfstatesdist.com

Order Number: 0235199

Order Date: 1/14/2026

Salesperson: 0020

Customer Number: OPELPD

**Sold To:**

Opelika Police Department  
 P.O. Box 2485  
 Accounts Payable  
 Opelika, AL 36801  
 Confirm To:

**Ship To:**

Opelika Police Department  
 501 S 10th Street  
 Craig Vickers  
 Opelika, AL 36801

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FEDAE9FP AE9FP 9mm 147gr FMJ	CASE	130.00	0.00	0.00	259.00	33,670.00
		Whse: 000		DropShip: N		

MA 230000004087 (Ammo)  
 Good Through June 30, 2026

Net Order:	33,670.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>33,670.00</b>

## Contract Header

<b>Contract</b>	<b>Type</b>
Ammunition Statewide MA	Master Agreement
<b>Supplier</b>	<b>Contract Code</b>
Gulf States Distributors Inc	MA230000004087
<b>Linked Solicitation</b>	<b>Sourcing Number</b>
Ammunition - Statewide	SRC0000015325
<b>Public Comments</b>	
NA	

## 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

First name	Last name	Email	Phone
Tommy	Trammell	Tommy@gulfstatesdist.com	334-271-2010

1 Record(s)

## Contract Scope

**Organizations**  
State of Alabama

## Contract Validity

**Start Date**  
7/1/2023

**End Date**  
6/30/2026

## Documents

## Items

- [Master\\_Agreement\\_V1.pdf](#)

Item Name	Product Code	UOM
Federal - Ammunition Discount: 20%	I1_1	0.00 Case
Hornady - Ammunition Discount: 35%	I1_2	0.00 Case
PMC - Ammunition Discount: 15%	I1_3	0.00 Case
Speer - Ammunition Discount: 20%	I1_4	0.00 Case
Combined Tactical Systems (CTS) - Ammunition Discount: 5%	I1_5	0.00 Case
Any Manufacturer/Brands Not listed - All Remington Ammunition Discount: 20%	I1_7	0.00 Case

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

**RESOLUTION APPROVING PROCUREMENT OF CISCO SERVICE AGREEMENTS,  
LICENSES AND HARDWARE FROM CDW GOVERNMENT, LLC**

**WHEREAS**, CDW Government, L.L.C., (“CDW-G”) provides Cisco computer network supplies and service agreements that help organizations monitor and manage the performance and resilience of their IT infrastructure and hardware, including networks, servers, switches, power plugs, network modules, applications and databases; and

**WHEREAS**, CDW-G provides specific Cisco products and licenses for network architecture, modules, switches and power supply devices essential to maintaining the integrity of the city’s extensive IT infrastructure across multiple city departments; and

**WHEREAS**, the City of Opelika (the “City”) desires to purchase these products, licenses and service agreements to help manage its networks, systems and information technology; and

**WHEREAS**, CDW Government, LLC (“CDW”) offers Cisco network subscription licenses through OMNIA Mesa Contract Number 2024056-01-GOV (2024056-01); and

**WHEREAS**, the quotation is from the National IPA, a cooperative purchasing organization and an Omnia Partner, by and through its vendor, CDW; and

**WHEREAS**, the City desires to purchase Cisco products from CDW utilizing Omnia’s cooperative bid process approval; and

**WHEREAS**, a Quote Confirmation (the “Quote”), a copy of which is attached hereto as Exhibit “A”, has been prepared by CDW Government, LLC, 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 Quote; and

**WHEREAS**, the funds shall come from the capital outlay budget for the IT Department.

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

1. That the IT Department had confirmed lawful compliance and is hereby authorized to purchase from CDW each of the components, licenses and hardware for the price of \$47,220.57

2. That Quote #PKSM256 prepared by CDW, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council.

3. That the Mayor is hereby authorized and directed to execute and deliver said Quote in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.

4. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other 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 contracts, agreements, 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 Quote.

5. That the compensation to be paid to CDW Government, LLC, for the services provided under the Agreement shall be paid from the capital outlay budget for the IT Department. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

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

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

CITY CLERK

---

PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## QUOTE CONFIRMATION

STEPHEN DAWE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSKM256	1/7/2026	JANUARY SWITCHES XY165197359BZ	0936449	<b>\$47,220.57</b>

### IMPORTANT - PLEASE READ

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

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Cisco Catalyst IE9320 Rugged Series - switch - 28 ports - managed - rack-mo</a>	1	7496102	\$12,577.41	\$12,577.41	
Mfg. Part#: IE-9320-16P8U4X-E TAX: OPELIKA, AL .0000% \$.00 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Cisco Smart Net Total Care - extended service agreement</a>	1	7596606	\$2,130.03	\$2,130.03	
Mfg. Part#: CON-SNT-IE930U4E Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Cisco Digital Network Architecture Essentials - Term License (3 years) - 1</a>	1	7131621	\$380.70	\$380.70	
Mfg. Part#: IE9300-DNA-E-3Y Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Cisco - power supply - hot-plug redundant - 400 Watt</a>	4	7496098	\$1,165.70	\$4,662.80	
Mfg. Part#: PWR-RGD-AC-DC-400 TAX: OPELIKA, AL .0000% \$.00 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Cisco Catalyst 9200CX - Network Essentials - switch - compact - 8 ports - m</a>	5	7508610	\$1,936.51	\$9,682.55	
Mfg. Part#: C9200CX-8UXG-2XH-E TAX: OPELIKA, AL .0000% \$.00 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Cisco Smart Net Total Care - extended service agreement</a>	5	8164336	\$281.29	\$1,406.45	
Mfg. Part#: CON-SNT-C920CXHE					

**QUOTE DETAILS (CONT.)**

Electronic distribution - NO MEDIA  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Digital Network Architecture Essentials - Term License  
 (3 years) - 1**

Mfg. Part#: C9200CX-DNAE8-3Y  
 Electronic distribution - NO MEDIA  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Catalyst 9300X - Network Essentials - switch - 48 ports -  
 managed - r**

Mfg. Part#: C9300X-48HX-E  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Smart Net Total Care - extended service agreement**

Mfg. Part#: CON-SNT-C9300UX4  
 Electronic distribution - NO MEDIA  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Config 1 Secondary Power Supply - power supply -  
 hot-plug redundant**

Mfg. Part#: PWR-C1-1100WAC-P/2  
 UNSPSC: 39121004  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Digital Network Architecture Essentials - Term License  
 (3 years) - 48**

Mfg. Part#: C9300-DNA-E-48-3Y  
 UNSPSC: 43233204  
 Electronic distribution - NO MEDIA  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**Cisco Catalyst 9300 8 x 10G 25G Network Module SFP+ SFP28**

Mfg. Part#: C9300X-NM-8Y  
 TAX: OPELIKA, AL .0000% \$.00  
 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

<b>SUBTOTAL</b>	\$47,220.57
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$47,220.57</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF OPELIKA ACCOUNTS PAYABL PO BOX 390 OPELIKA, AL 36803-0390 <b>Phone:</b> (1) 334-7055 x 120 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	



## Sales Contact Info

**Griffin Curcio** | (877) 635-6656 | [grifcur@cdwg.com](mailto:grifcur@cdwg.com)

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

Cisco

BY PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL:

[https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/Cisco\\_General\\_Terms.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf), and the Offer Descriptions at the following URL:

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#offer-descriptions-product>, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

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# CDW•G

Your Go-To Contracts for IT Solutions

We realize a true solutions provider must go beyond fulfillment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Our account management teams specialize by geographic region and customer vertical (K-12, Higher Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement.



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success,

**Click Your Industry**

Education | Government

Nonprofit



Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. This coveted honor reflects a profound synergy that propels both our organizations to new heights.

# Public Sector

K-12 Education

Higher Education

State & Local Government

Our robust contract portfolio with OMNIA Partners reduces administrative workload while also integrating new and emerging IT products and services to meet your evolving needs.

- **Information Technology Products and Services**

City of Mesa, AZ | 2024056-01

- **Technology Products, Solutions and Related Services**

Cobb County, GA | 23-6692-02

- **Total Cloud Solutions and Services**

Region 4 ESC - TX | R220801

- **Technology Solutions, Products and Services**

Region 4 ESC - TX | R210401

CONTRACT  
DOCUMENTATION

CONTACT US

BUY NOW  
ON  OMNIA Partners

Program Overview



entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Information Technology Products and Services

**City of Mesa, AZ**

**Contract Number: 2024056-01**

Initial Term: July 2, 2024 through July 1, 2028

Renewal Options: Option to renew for three (3) additional two-year periods through July 1, 2034

### Executive Summary

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

### Master Agreement Documents

- [Official Signed Contract](#)

### Response Evaluation

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

### Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Opening Documents](#)

### Previous Contract

- [Previous Contract - 2018011-01](#)

## Technology Products, Solutions and Related Services

**Cobb County, GA**

**Contract Number: 23-6692-02**

Contract Term: May 1, 2023 through April 30, 2028



- Evaluation Documents

## Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

## Previous Contract

- Former Contract R160201



### INDUSTRIES

K-12 Education  
Higher Education  
Government  
Nonprofit  
Enterprise  
Corporate  
Private Equity  
Real Estate

### SOLUTIONS

Contract Offerings  
OPUS  
Data & Spend  
Analytics  
Industry Experts



### ABOUT US

5001 Aspen Grove Drive  
Franklin, TN 37067  
info@omniapartners.com  
(866) 875-3299

### RESOURCES

### CAREERS

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

**RESOLUTION APPROVING QUOTE FROM CDW GOVERNMENT, LLC  
FOR RUBRIK CLOUD VAULT, CYBER RECOVERY, AND SUPPORT**

**WHEREAS**, Rubrik Cloud Vault and Cyber Recovery solutions provide fully managed, air-gapped, and immutable data protection service to ensure business continuity against ransomware and disasters. This system offers isolated off-site storage, rapid recovery, and Ransomware Warranty, protecting on-prem and cloud data. It enables data observability, anomaly detection, and threat hunting, ensuring clean, compliant, and reliable restoration of critical applications; and

**WHEREAS**, the Information Technology Department desires to purchase Rubrik Cloud Vault and Cyber Recovery for a term of three (3) years in one (1) year installments as follows: Payment/Year One \$205,895.33, Payment/Year two \$195,713.84, Payment/Year three \$195,713.84 for a total of \$597,323.01, and;

**WHEREAS**, CDW Government LLC (“CDW”) is the exclusive Omnia Partners Contract Vendor for the Rubrik Software and Support; and

**WHEREAS**, the purchase of goods and services through an approved purchasing cooperative, such as Omnia Partners, is exempt from the Alabama Competitive Bid Law and constitutes a single contract source; and

**WHEREAS**, a Quotation (the “Quotation”), a copy of which is attached hereto as Exhibit “A”, has been prepared by CDW Government, LLC, 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 Quotation; and

**WHEREAS**, the Chief Information Officer has certified that funds for said purchase are available in the IT budget.

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

1. That the Quotation prepared and submitted by CDW Government, LLC, be and the same is hereby accepted and approved in the form submitted to the City Council with such changes thereto (by addition, deletion, or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Quote.

2. That the Mayor is hereby authorized to accept the Quotation and to execute and

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

3. That the compensation to be paid to CDW Government, LLC, for the Rubrik Software and Support as provided in the Quotation shall be paid from the IT Budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW Government, LLC, purchase orders for the Rubrik Cloud Vault, Cyber Recovery, Licensing, and Support.

5. That the Mayor and the Chief Information Officer are hereby authorized to approve payment of all invoices in accordance with the provisions of the Quote or as otherwise approved by the City Council.

6. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other 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 Quote.

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

---

CITY CLERK

---

PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## QUOTE CONFIRMATION

STEPHEN DAWE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSXM554	1/28/2026	RUBRIK 3-YR	0936449	<b>\$597,323.01</b>

### IMPORTANT - PLEASE READ

**Special Instructions:** Rubrik is not returnable

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Rubrik Premium Support - extended service agreement - 1 month - shipment</a>	1	7144894	\$10,181.49	\$10,181.49	
Mfg. Part#: RS-HW-SVC-PE-S2 SN#: BB231264040009; 36 Month Support Term; 03/31/2026-3/30/2029 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">Rubrik Identity Recovery for Active Directory and EntraID - subscription li</a>	626	8304656	\$29.53	\$18,485.78	
Mfg. Part#: RS-UR-ICR-PE-PA 12 Month Support Term; 02/02/2026-02/01/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">RUBRIK CLD VAULT BU PREM LIC+SUP</a>	400	7155178	\$183.24	\$73,296.00	
Mfg. Part#: RS-BT-CVB-PE-PA 12 Month Support Term; 02/02/2026-02/01/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">RUBRIK NAS CLD DIRECT FETB LIC+SUP</a>	30	7155177	\$276.15	\$8,284.50	
Mfg. Part#: RS-FT-NCD-PE-PA 12 Month Support Term; 03/31/2026-03/30/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)					
<a href="#">RUBRIK FOUNDATION TO ENT LIC UPG</a>	48	7178257	\$915.02	\$43,920.96	
Mfg. Part#: RS-BT-FUE-PE-PA SN#: AA190263040057,AA190263040038,AA190263040051,AA190263040049; 12 Month Support Term; 03/31/2026-03/30/2027 Electronic distribution - NO MEDIA					

**QUOTE DETAILS (CONT.)**

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**RUBRIK ENTSE ED USABLE BETB**

Mfg. Part#: RS-BT-EE-PE-PA

SN#: BB231264040009; 12 Month

Support Term; 03/31/2026-03/30/2027

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

30

7150570

\$1,724.22

\$51,726.60

**Rubrik Identity Recovery for Active Directory and EntraID - subscription li**

Mfg. Part#: RS-UR-ICR-PE-PA

12 Month Support Term;

02/02/2027-02/01/2028

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

626

8304656

\$29.53

\$18,485.78

**RUBRIK CLD VAULT BU PREM LIC+SUP**

Mfg. Part#: RS-BT-CVB-PE-PA

12 Month Support Term;

02/02/2027-02/01/2028

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

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**RUBRIK NAS CLD DIRECT FETB LIC+SUP**

Mfg. Part#: RS-FT-NCD-PE-PA

12 Month Support Term;

02/02/2027-02/01/2028

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

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7155177

\$276.15

\$8,284.50

**RUBRIK FOUNDATION TO ENT LIC UPG**

Mfg. Part#: RS-BT-FUE-PE-PA

SN#:

AA190263040057,AA190263040038,AA1902

63040051,AA190263040049; 12 Month

Support Term; 03/31/2027-03/30/2028

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

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\$915.02

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Mfg. Part#: RS-BT-EE-PE-PA

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Support Term; 03/31/2027-03/30/2028

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12 Month Support Term;

02/02/2028-02/01/2029

Electronic distribution - NO MEDIA

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12 Month Support Term;

02/02/2028-02/01/2029

Electronic distribution - NO MEDIA

Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

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7155178

\$183.24

\$73,296.00

**RUBRIK NAS CLD DIRECT FETB LIC+SUP**

Mfg. Part#: RS-FT-NCD-PE-PA

30

7155177

\$276.15

\$8,284.50

**QUOTE DETAILS (CONT.)**

12 Month Support Term;  
02/02/2028-02/01/2029  
Electronic distribution - NO MEDIA  
Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**RUBRIK FOUNDATION TO ENT LIC UPG**

Mfg. Part#: RS-BT-FUE-PE-PA

SN#: AA190263040057,AA190263040038,AA190263040051,AA190263040049; 12 Month Support Term; 03/31/2028-03/30/2029  
Electronic distribution - NO MEDIA  
Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

**RUBRIK ENTSE ED\_ USABLE BETB**

Mfg. Part#: RS-BT-EE-PE-PA

SN#: BB231264040009; 12 Month Support Term; 03/31/2028-03/30/2029  
Electronic distribution - NO MEDIA  
Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)

48 7178257 \$915.02 \$43,920.96

30 7150570 \$1,724.22 \$51,726.60

<b>SUBTOTAL</b>	\$597,323.01
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$597,323.01</b>

**PURCHASER BILLING INFO**

**Billing Address:**  
CITY OF OPELIKA  
ACCOUNTS PAYABL  
PO BOX 390  
OPELIKA, AL 36803-0390  
**Phone:** (1) 334-7055 x 120  
**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**  
CITY OF OPELIKA  
STEPHEN DAWE  
204 S 7TH ST  
OPELIKA, AL 36801  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

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

**Sales Contact Info**

**Griffin Curcio** | (877) 635-6656 | [grifcur@cdwg.com](mailto:grifcur@cdwg.com)

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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



# CDW•G

Your Go-To Contracts for IT Solutions

We realize a true solutions provider must go beyond fulfillment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Our account management teams specialize by geographic region and customer vertical (K-12, Higher Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement.



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success,

**Click Your Industry**

Education | Government

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Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. This coveted honor reflects a profound synergy that propels both our organizations to new heights.

# Public Sector

K-12 Education

Higher Education

State & Local Government

Our robust contract portfolio with OMNIA Partners reduces administrative workload while also integrating new and emerging IT products and services to meet your evolving needs.

- **Information Technology Products and Services**

City of Mesa, AZ | 2024056-01

- **Technology Products, Solutions and Related Services**

Cobb County, GA | 23-6692-02

- **Total Cloud Solutions and Services**

Region 4 ESC - TX | R220801

- **Technology Solutions, Products and Services**

Region 4 ESC - TX | R210401

CONTRACT  
DOCUMENTATION

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Program Overview



entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Information Technology Products and Services

**City of Mesa, AZ**

**Contract Number: 2024056-01**

Initial Term: July 2, 2024 through July 1, 2028

Renewal Options: Option to renew for three (3) additional two-year periods through July 1, 2034

### Executive Summary

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

### Master Agreement Documents

- [Official Signed Contract](#)

### Response Evaluation

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

### Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Opening Documents](#)

### Previous Contract

- [Previous Contract - 2018011-01](#)

## Technology Products, Solutions and Related Services

**Cobb County, GA**

**Contract Number: 23-6692-02**

Contract Term: May 1, 2023 through April 30, 2028



- Evaluation Documents

## Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

## Previous Contract

- Former Contract R160201



### INDUSTRIES

K-12 Education  
Higher Education  
Government  
Nonprofit  
Enterprise  
Corporate  
Private Equity  
Real Estate

### SOLUTIONS

Contract Offerings  
OPUS  
Data & Spend  
Analytics  
Industry Experts



### ABOUT US

5001 Aspen Grove Drive

Franklin, TN 37067

[info@omniapartners.com](mailto:info@omniapartners.com)

(866) 875-3299

### RESOURCES

### CAREERS

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

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT  
WITH ROUTEWARE INC, AND AFFILIATES**

**WHEREAS**, Routeware Inc, and Affiliates (“Routeware”) helps local governments modernize fleet operations for waste and recycling; and

**WHEREAS**, Routeware provides route optimization designed to support residential garbage pickup, roll-off and recycling operations; and

**WHEREAS**, the Opelika Environmental Services Department (“OES”) has determined that Routeware will be a cost-effective and efficient software solution to help OES with garbage and recycling routes; and

**WHEREAS**, OES desires to enter into a three-year contract with Routeware for a one-time fee of \$15,000 for SmartCity Implementation and \$41,400 annually for three years; and

**WHEREAS**, a proposed Professional Services Agreement (the “Agreement”) by and between the City of Opelika, Alabama, (the “City”) and Routeware Inc., and its Affiliates has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

**WHEREAS**, the Director of OES has certified that funds for the Routeware Software Subscriptions are available and budgeted in the appropriate account funding for the Routeware Software and Annual Subscriptions; and

**WHEREAS**, the Alabama Competitive Bid Law authorizes the City to award said contract as a professional services agreement without public bidding.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and to carry out fully the transactions contemplated therein on behalf of the City.

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

4. That the compensation to be paid to Routeware Inc., and its Affiliates shall be paid from the budgeted in appropriate account funding, and 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 all necessary and appropriate purchase orders to implement this Resolution.

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

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

ATTEST:

---

CITY CLERK



Q-17921

City of Opelika - AL

Routeware, Inc.  
7719 Wood Hollow Dr.  
Suite #150  
Austin, TX 78731

**Order** Q-17921  
**Good Through:** Feb 05 2026  
**Payment Terms:** Net 60  
**Term** 36 Months

**Ship To**  
Jasen Spoon  
City of Opelika - AL  
204 South 7th Street  
Opelika, Alabama 36801  
United States  
jspoon@opelika-al.gov

**Bill To**  
City of Opelika - AL  
204 South 7th Street  
Opelika, Alabama 36801  
United States

Salesperson	Phone	Email
Tanner Kruis		tanner.kruis@routeware.com

#### Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Opelika - AL is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Opelika - AL who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc's express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

**SERVICES**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
SmartCity Implementation (Small)	Each	1	\$15,000.00	\$15,000.00
			SERVICES TOTAL (USD):	\$15,000.00

**RECURRING SUBSCRIPTIONS**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
SmartCity Base Fee	Annually	15	\$360.00	\$5,400.00
Solid Waste Operations	Annually	15	\$2,400.00	\$36,000.00
			SUBSCRIPTIONS TOTAL (USD):	\$41,400.00

## **Payment Terms -**

Software Fees are invoiced sixty (60) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued quarterly in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive quarter thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

For Time and Materials projects and Install Services, Company will submit invoices for services to Customer by the 10th of the month following the month in which Company provided services.

For Fixed Fee and all other services, 100% shall be billed upon the Effective Service Date.

Company's invoice will include a date, an invoice number, a purchase order number and a description of the goods or services.

This contract is made pursuant to The Houston-Galveston Area Council (HGAC) Cooperative Contract FL10-24a by and between Routeware, Inc. and HGAC, which commenced May 1, 2025 (the "HGAC Contract").

## **Terms & Conditions Information**

This Order and all products and services herein are subject to and limited to Routeware's Master Sales and Licensing Agreement (MSLA), including Routeware's Professional Services Agreement (PSA), Service Level Agreement (SLA) and Data Security and Protection Schedules, as modified and mutually agreed-upon, attached to this Order and incorporated herein. Upon the full execution of the MSLA and this Order, any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

**Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.**

## **SOW Additional Term**

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware's current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order, which may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Accounts Payable Details:

Name: \_\_\_\_\_

Q-17921

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

## **City of Opelika - AL**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

### **Purchase Order Details:**

Purchase Order number: \_\_\_\_\_

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

## **Routeware, Inc, and Affiliates**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Tanner Kruis at [tanner.kruis@routeware.com](mailto:tanner.kruis@routeware.com)

### **FOR INTERNAL USE ONLY**

Reviewed By:

## STATEMENT OF WORK

### Purpose

This statement of work (“SOW”) and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter “Product” or “Services”) as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter “Agreement”, executed by the City of Opelika, AL (“Licensee” or “Customer” or “Subscriber”) and Routeware Inc. (“Licensor” or “Provider”).

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

- Smart City**
  - Solid Waste
  - Snow/Sweep
  - Smart City Driver App – Routeware TaaS
  - Smart City Driver App – BYOD
  - Premium Video
- ReCollect**
  - Small Implementation
    - Collection Calendar
    - Waste Wizard
    - Sorting Game
      - Custom Artwork
    - Mobile App
  - Large Implementation – The addition of the features below triggers Large Implementation
    - Special Request Tool
    - Cart Request Tool
- Recyclist Program Tracker**
- Compliance Publishing**

## **Routeware Inc.'s Gate Checks**

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

## **Stage 1 - Discover**

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

## **Stage 2 - Design**

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

## **Stage 3 - Deploy**

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

## **Services**

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	<b>Routeware Inc. Deliverables</b>	<b>Customer Deliverables</b>
<b>Discover</b>	<b>Key activities include:</b> <ul style="list-style-type: none"><li>• Project kick-off</li><li>• Develop implementation plan/key milestones</li><li>• Complete pre-implementation documents</li><li>• Review, document, and approve business requirements:<ul style="list-style-type: none"><li>○ Scenarios</li></ul></li></ul>	<b>Key activities include:</b> <ul style="list-style-type: none"><li>• Define/assemble project team</li><li>• Project planning</li><li>• Define measures of project success</li></ul> <b>Key deliverables include:</b> <ul style="list-style-type: none"><li>• Process questionnaires</li></ul>

	<ul style="list-style-type: none"> <li>○ Reporting</li> <li>○ Integrations</li> <li>○ Data workshop/Data import</li> </ul> <p><b>Key deliverables include:</b></p> <ul style="list-style-type: none"> <li>● Draft project plan</li> <li>● Session agendas</li> <li>● Documented business requirements</li> <li>● Environment provisioning/solution installation</li> </ul>	<ul style="list-style-type: none"> <li>● Provide documented process to model recommended configuration</li> <li>● Provide sample data sets</li> </ul>
<b>Design</b>	<p><b>Key activities include:</b></p> <ul style="list-style-type: none"> <li>● Define, configure, document and approve future state</li> <li>● Conduct status meetings</li> <li>● Update project plan</li> <li>● Install solutions(s)</li> <li>● Targeted training on data maintenance, transactions etc.</li> <li>● Solution familiarization exercises</li> <li>● Drafting solution validation plan</li> <li>● Creation of scenario-based training plan</li> <li>● Conduct status meetings</li> </ul> <p><b>Key deliverables include:</b></p> <ul style="list-style-type: none"> <li>● Data import (3 imports into test environment)</li> <li>● Solution configuration <ul style="list-style-type: none"> <li>○ Users</li> <li>○ Customers</li> <li>○ Equipment</li> <li>○ Routes</li> <li>○ Codes</li> <li>○ Other applicable data</li> </ul> </li> <li>● Session agendas</li> <li>● Targeted training</li> <li>● Final solution configuration</li> <li>● Design gate check</li> <li>● Project plan revisions</li> </ul>	<p><b>Key activities include:</b></p> <ul style="list-style-type: none"> <li>● Customer completes recommended Product training</li> <li>● Attend all system configuration sessions</li> <li>● Complete all action items after each system configuration session</li> <li>● Required configuration and testing</li> <li>● Internal process review</li> <li>● Attend all design sessions</li> <li>● Complete solution familiarization exercises</li> <li>● Attend all status meetings</li> <li>● Begin work on change management activities</li> </ul> <p><b>Key deliverables include:</b></p> <ul style="list-style-type: none"> <li>● Approved business requirements</li> <li>● Provide data for import <ul style="list-style-type: none"> <li>○ Accepted file formats include .csv or .xml</li> <li>○ Updated data sets as required</li> </ul> </li> <li>● Approved future state configurations</li> <li>● Enumeration of test plans</li> <li>● Solution familiarization activities</li> <li>● Data maintenance</li> <li>● Transaction practice</li> <li>● Solution validation</li> <li>● Usage documentation and/or standard operating procedures (SOPs)</li> <li>● Approval/sign-off</li> </ul>
<b>Deploy</b>	<p><b>Key activities include:</b></p> <ul style="list-style-type: none"> <li>● Scenario-based super user training</li> <li>● Solution validation (user acceptance testing, UAT)</li> <li>● Creation of end-user training plan</li> <li>● Solution acceptance milestone</li> <li>● Conduct status meetings</li> <li>● Update project plan</li> </ul>	<p><b>Key activities include:</b></p> <ul style="list-style-type: none"> <li>● Solution validation activities</li> <li>● End-user training plans</li> <li>● Approval/sign-off</li> <li>● Solution acceptance</li> </ul> <p><b>Key deliverables include:</b></p> <ul style="list-style-type: none"> <li>● End-user training and practice</li> </ul>

	<ul style="list-style-type: none"> <li>● End-user training and practice</li> <li>● Go-live cutover</li> <li>● Issue management and stabilization</li> <li>● Transition to support</li> <li>● Project closeout</li> </ul> <p><b>Key deliverables include:</b></p> <ul style="list-style-type: none"> <li>● Scenario-based training</li> <li>● Readiness gate check</li> <li>● Project plan revisions</li> <li>● Go-live cutover and stabilization assistance</li> <li>● Issue management and resolution</li> <li>● Transition to support</li> <li>● Project closeout</li> </ul>	<ul style="list-style-type: none"> <li>● Issue triage and management</li> </ul>
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## Recommended Product Implementation Order

### DISCLAIMER:

- All implementation durations noted below are estimates based on previous implementation projects. Timelines for your implementation of each system will vary based on a number of variables including, but not limited to, data quality, resource availability, and the size/complexity of your operation.
- Routeware's implementation teams will always prioritize quality over speed and will provide and maintain a detailed project plan based on your particular needs and goals.

### 1. Data Workshop

**Completion Time: 4-12+ weeks depending on data quality and integrity.**

- Routeware's Project Management and Implementation resources in conjunction with Routeware's data experts will work in collaboration with your project team to acquire the data required for system configuration from your legacy system in its current state.
- Routeware's data experts will map your data to configure your new system.
- Routeware's implementation team will work with your project team to validate this data work before and after it's imported.
- Routeware's project team will work with your project team to create a "Go-Live data refresh" plan to ensure data is refreshed as close to go-live as possible.

**Note: While Routeware can map your data to the new system, Routeware's ability to "Clean" legacy data is limited. Your resources may be required to make adjustments to data within the legacy system.**

### 2. Customer and Operations Management – Smart City

**Implementation Time: Date Validated and Complete + 12 weeks**

- Source of truth for all data related to customers and operations.
- These systems will integrate with and/or supply nearly all of the data that additional Routeware products require.
- These systems are the "heaviest lifts" to implement in the Routeware product suite. "It's all downhill from here."
- These systems are set up in the image of "How the organization operates today" while keeping potential final state changes to the operation in mind.
  - Routeware recommends not making any unnecessary changes to existing operational processes to avoid undue stress on end users. E.g. If you're planning to optimize your route

- plans and implement on-board computers for drivers as a part of this project, Routeware strongly recommends not implementing both at the same.
- Routeware's Project Managers will assist your operation with planning the best steps for getting from where you are today to your desired final state.

### 3. Compliance Tracking – Recyclist, Compliance Publishing

**Implementation Time: 6-8 weeks**

- Implementing Recyclist can technically be done at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, Routeware recommends kicking off the Recyclist implementation following the completion of the Customer and Operations Management system.

### 4. Customer Communication & Education – ReCollect

**Implementation Time: 6-12 weeks depending on modules purchased.**

- ReCollect can technically be implemented at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, depending on the ReCollect modules purchased, ReCollect will work in concert with your Customer and Operations Management system and as such Routeware recommends starting the ReCollect Implementation following the Customer and Operations Management system implementation to avoid duplication of effort in the provisioning processes.

## Assumptions

- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

## Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
  - If an interface to a 3<sup>rd</sup> party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3<sup>rd</sup> party technology provider.
- Custom Reports – Reporting is robust across all Routeware Inc. solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

## **SOW Change Order**

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

## Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-17921. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

**Fixed Fee**

Professional Services	Description	QTY
Smart City Implementation	Project planning, resource coordination, status reporting, budget, risk and issue management, requirements confirmation, solution configuration, documentation, training, go live assistance, Initial data import	1

## Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

# ROUTEWARE, INC.

## MASTER SALES AND LICENSE AGREEMENT

This Master Sales and License Agreement ("MSLA") governs the Routeware Order(s) as defined herein, by and between Routeware, Inc., being a Delaware Corporation having its principal office at 7719 Wood Hollow Dr., Suite 150, Austin, TX 78731 (the "Company") and the Customer as defined in the Order(s) ("Customer").

### 1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

**"Access Credentials"** means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use Company Cloud Hosting.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

**"Company"** means Routeware, Inc. and its subsidiaries.

**"Company Cloud Hosting"** shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in the Cloud Hosting SLA in Section 4.

**"Company Cloud Hosting SLA Exclusions"** has the meaning set forth in Section 4.

**"Company Content"** means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

**"Company Materials"** means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

**"Company Platform"** means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

**"Control"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Confidential Information"** has the meaning set forth in Section 11.

**"Customer Data"** means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined in Section 4).

**"Data Sets"** mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

**"Day(s)"** unless otherwise indicated, days shall reference Calendar Days.

**"Designated Computer System"** means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

**"Dispute"** has the meaning set forth in Section 11.11.

**"Documentation"** means user guides, user manuals, specifications, and other documentation provided by

Company as such documentation may from time to time be amended or modified by Company.

**“Effective Date”** means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.

**“Fees”** means the amounts due for all Products and Services under the Order.

**“Hardware”** means all items designated in the Order as “Hardware.”

**“License Period”** means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.

**“MSLA”** means this Master Sales and License Agreement.

**“Order”** means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

**“Products”** means Hardware and Software.

**“Region Unavailable”** and **“Region Unavailability”** mean that the Company Cloud Hosted Service is “Unavailable” to Customer.

**“RMA”** means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 8.3.

**“SaaS”** means Software as a Service and refers to Routeware’s Cloud-based products.

**“Services”** means all items designated in the Order as “Services” and “Support.”

**“Service Commitment”** has the meaning set forth in Section 4.

**“Service Credit”** means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.

**“SLA”** means Service Level Agreement in all instances.

**“Software”** means all items designated in the Order as “Software” or “Company Platform” and includes all Updates.

**“Support”** means all items designated as “Support” in the Order.

**“TaaS”** means Tablet as a Service

**“Taxes”** has the meaning set forth in Section 2.3.

**“Third-Party Products”** means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or “free” software.

**“Third-Party Terms”** has the meaning set forth in Section 5.

**“Unavailable”** and **“Unavailability”** means when Customer has no connectivity to its Company Cloud Hosted Service.

**“Updates”** are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company’s sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

## 2. GENERAL ORDERING PROCESS AND PAYMENT

**2.1 Delivery.** For those Orders including the shipping of products, Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company’s facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

**2.2 Payment Terms.** Payments are invoiced and paid in accordance with the payment terms described in the Order.

**2.3 Taxes and Duties.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental

charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

**2.4 Price Adjustment.** Beginning on the one-year anniversary of the Effective Date, Company may, upon sixty (60) calendar days' prior notice to Customer, prospectively increase any Fees. Should Customer object to the Price Adjustment, Customer may terminate the renewal Agreement by notifying Contractor in writing at least thirty (30) days prior to Price Adjustment Effective Date.

**2.5 Suspension of Services.** If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, at its option, delay the delivery of Products and/or suspend the Services until such amounts are paid in full. Customer will reimburse Company in full for any and all collection costs incurred by Company.

### 3. SOFTWARE LICENSES; SUPPORT

**3.1 License.** Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

- (a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.
- (b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.
- (c) To use the Documentation in connection with the licenses described in this Section 3.1 subsections (a) and (b).
- (d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

**3.2 Period of License.** The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least thirty (30) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

**3.3 Restrictions; Reservation of Rights.** Customer agrees not to (and to not enable any third party to):

- (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);
- (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available
  - (i) through resellers or other distributors, or
  - (ii) as an application service provider, service bureau, or rental source;
- (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;
- (d) create modifications to or derivative works of the Software;
- (e) reproduce the Software;
- (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the

Software;

- (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;
- (h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;
- (i) create any software that competes with the Software or provides substantially the same functions as the Software; or
- (j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users
  - (i) only as a commercial end item; and
  - (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

#### 4. COMPANY CLOUD HOSTING

**4.1 SERVICE COMMITMENT.** Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.0%. (the "Service Commitment"). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

**4.2 SERVICE COMMITMENTS AND SERVICE CREDITS.** Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Every effort will be made by the Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

\*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit"), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month's minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer's invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is

greater than one dollar (\$1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting Service Level Agreement (SLA).

**4.3 CREDIT REQUEST AND PAYMENT PROCEDURES.** To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order. To be eligible, the claim must be received by Company by the 60th day after the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

**4.4 COMPANY CLOUD HOSTING SLA EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

**4.5 SECURITY AND CUSTOMER DATA.** Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. **NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.**

**5. THIRD PARTY PRODUCTS.** Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

**6. AUDITS.** During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software,

and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

- (1) reimburse Company's reasonable and actual costs for that audit and
- (2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

**7. INTELLECTUAL PROPERTY RIGHTS.** Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

**8.1 Mutual.** Each party represents and warrants to the other party that:

- (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;
- (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;
- (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and
- (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

**8.2 Hardware and Software Warranties.**

(a) Routeware's proprietary Software Warranty shall apply, subject to the exceptions detailed in (d) below, and shall become void should any of the actions detailed there occur;

(b) The Warranty for Hardware shall apply based on the Hardware procured, and in what manner. There are two options for hardware acquisition, decided upon by the Customer. This selection must be made prior to the ordering of any Hardware and before any work commences.

(i) **Routeware-Managed** – Routeware provides Hardware, provisioning, MDM, and cellular service. Hardware Warranty applies in full.

(ii) **Customer BYOD** – Customer obtains Hardware compliant with Routeware Hardware system requirements, installs and provisions Company Software via a mutually agreed upon process, and installs its own MDM and cellular service with minimal involvement from Routeware. No Hardware warranty applies to the Customer BYOD hardware selection.

(iii) **Tablet as a Service (TaaS)** – Routeware provides Hardware, provisioning, and MDM as a Subscription Service, with those costs included as part of the monthly recurring subscription fees. Cellular service is included with IOS devices; the use of Routeware-provided cell lines is required for Android devices at additional cost. Hardware Warranty applies in full.

(c) Subject to the exceptions listed below in part (b), Company warrants:

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to

repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(d) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

- (i) Customer's misuse or abuse of or failure to maintain the Product;
- (ii) Customer's failure to operate the Product in accordance with the Documentation;
- (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;
- (iv) any change made to the Product by Customer without Company's written approval;
- (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;
- (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;
- (vii) the installation of any non-Routeware application software on any device. Company shall not be liable for any impact this application(s) may have on Company's software's performance or functionality.
- (viii) any material change in Customer's business or in the operating conditions under which the Product is used;
- (ix) translations; or
- (x) Third-Party Products.

(e) All TaaS Hardware is the property of Routeware. Throughout the Term of the Order and at no additional cost to the Customer, Routeware will repair or replace defective units with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear, as described in section (d) above.

(f) TaaS tablets have an expected life of approximately four (4) years. Each device may be replaced one time at the end of a four-year term ("Hardware Refresh"), subject to section (d) above. Such Hardware Refresh shall require a renewal of the current Subscription Service term for a minimum of thirty-six (36) months.

**8.3 Return Merchandise Authorization.** If Customer experiences the failure of any Routeware-Managed Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

(a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

- (b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.
- (c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepairs to Customer upon Customer decision.

**8.4 Disclaimer.** THE WARRANTIES OF SECTION 8.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

**9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**9.1** Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

**9.2** To the maximum extent provided by law, Customer, at its sole expense, agrees to defend and indemnify Company against any third-party claim that the data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

**9.3 INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.4 TOTAL LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR

VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

**9.5 ALLOCATION OF RISK.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **10. TERM AND TERMINATION**

**10.1 Term of Agreement.** The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 10.

**10.2 Termination Rights.** The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

- (a) by mutual, written agreement of the parties;
- (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;
- (c) at the end of the last active License Period pursuant to Section 3.2;
- (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.

**10.3 Effect of Termination.** Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

- (a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;
- (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 6, 8.3, 9, 10.3, and 11 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;
- (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and
- (d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

## **11. CONFIDENTIAL INFORMATION; PUBLICITY**

**11.1 Confidential Information.** Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 11 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information.

A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

- (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;
- (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;
- (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or
- (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

**11.2** Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

**11.3 Terms; Publicity.** The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

- (a) with the prior written consent of the other party;
- (b) as otherwise may be required by law or legal process;
- (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and
- (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

**11.4 Independent Contractors.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

**11.5 Insurance.** Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by

applicable law.

**11.6 Customer Responsibility.** Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion of Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

**11.7 Force Majeure.** Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

**11.8 Assignment.** Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

- (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;
- (b) as part of a re-organization or restructuring;
- (c) to the surviving entity of a merger transaction; or
- (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

**11.9 Changes & Waivers.** Company reserves the right to change the terms and conditions of this Agreement at any time. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

**11.10 Governing Law.** The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 11.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

**11.11 Dispute Resolution.**

- (a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.
- (b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize

other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 11.11.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the "**Rules**") and pursuant to Alabama law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Alabama, and Alabama State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

**11.12 Attorney Fees.** The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

**11.13 Conflicts.** In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

**11.14 Notices.** Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

**11.15 Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

**11.16 Headings; Interpretation.** Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

**11.17 Export Compliance.** The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

**11.18 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**11.19 No Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**11.20 Integration.** This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

# SCHEDULE A

## PROFESSIONAL SERVICES AGREEMENT

The Professional Services described in this Professional Services Agreement (the "PSA") cover installation, configuration, integration, training and project management to assist customers with the deployment of Routeware Products. This PSA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

### DEFINITIONS

The definitions of terms set forth in the PSA and the Agreement and any Order are incorporated herein by reference. In addition, the following terms shall have the following meanings:

**"Change Order"** means any change to an SOW, as described in the "Change Orders" section 3.4 below. Change Orders will be deemed incorporated by reference in the applicable SOW.

**"Contract Property"** has the meaning set forth in Section 5.3.

**"Defect"** means an error, bug, or deviation from a specification in the SOW that has a material adverse effect on the appearance, operation, or functionality of the Deliverable, but excluding any such error, bug, or deviation from a specification in the SOW caused by or arising as a result of: (a) an act or omission of Customer, or an act or omission of one of Customer's employees, offices, agents, suppliers, or sub- contractors; or (b) an incompatibility between the Deliverable and any other system, application, program, or software that fails to transmit or receive data using protocols specified in the SOW. To avoid doubt, a minor or cosmetic difference to the specification in the SOW which does not have any substantive effect on the Deliverable will not be regarded as a Defect.

**"Deliverable"** means a deliverable under an SOW.

**"Final 30-Day Project Notice"** has the meaning set forth in Section 2.3.

**"Professional Services"** means work performed by Company, or its respective permitted subcontractors under an SOW.

**"SOW"** means a Statement of Work describing Professional Services to be provided hereunder, that is entered into between Customer and Company.

### 1. PROFESSIONAL SERVICES

**1.1. Scope of Professional Services.** Company will provide to Customer the Professional Services specified in each SOW, subject to Customer's payment of all applicable Fees.

#### 1.2. Limitations of Scope:

- (a) Unless specified in an SOW, no additional reports or dashboards other than those delivered as part of the solution will be delivered.
- (b) Unless specified in an SOW, no custom configuration which would require unique code to be developed will be delivered.
- (c) Unless specified in an SOW, the solution will be delivered as part of a single Go-Live event, covering a single location.
- (d) If specified in the SOW, remote targeted training will be delivered during the implementation to familiarize Customer's staff with the solution. Customer will be responsible for ensuring that the right staff participates in these training sessions. Repeat sessions for additional staff will be billable events and require a Change Order.
- (e) Scenario-based training may be conducted remotely or on-site per the SOW, and is structured to as Train-the Trainer. Repeat sessions for additional staff will be billable events and require a Change Order.
- (f) Any customer required documentation outside of the standard deployment artifacts must be included in the Contract/SOW. Creating these will be a billable project.
- (g) Direct support for the Customer's end customer is excluded.

## 2. COOPERATION

**2.1. Customer Cooperation.** Customer will cooperate reasonably and in good faith with Company in its performance of Professional Services, without limitation:

- (a) Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under each SOW
- (b) Timely delivering any Customer deliverables and other obligations required under each SOW
- (c) Timely responding to Company's inquiries related to the Professional Services
- (d) Assigning an internal project manager for each SOW to serve as a primary point of contact for Company;
- (e) Actively participating in scheduled project meetings;
- (f) Providing, in a timely manner and at no charge to Company, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Products account, and coordination of onsite, online and telephonic meetings all as reasonably required by Company; and
- (g) Complete, accurate and timely information, data and feedback all as reasonably required.

**2.2. Delays.** Any delays in the performance of Professional Services, delivery of Deliverables caused by Customer may result in additional applicable charges for resource time, and is not deemed a term of non-performance in deliverable dates by Company.

**2.3. Meetings and Information Requests; Final 30-Day Project Notice.** Company and Customer shall each use commercially reasonable efforts to attend all scheduled joint meetings. The repeated cancellation of or absence from joint meetings may result in delay and additional costs. In the event that Company has made a request and Customer has not responded promptly with the requested information, Company may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Company shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Company to execute a new SOW and Customer shall be responsible for any additional Fees contemplated thereunder, even if listed in the original SOW.

## 3. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

**3.1. Acceptance.** Upon completion of each Deliverable under an SOW, if acceptance is required pursuant to the SOW, Company will provide a complete copy to Customer and upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for reviewing and testing such Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Customer must so notify Company in writing within 10 business days after Company's submission of the Deliverable, specifying the deficiencies or Defects in detail. Subject to Section 3.2 below, Company will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Company in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or contains Defects after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:

- (a) again reject the Deliverable and return it to Company for further correction and resubmission in accordance with the process described above or
- (b) terminate the relevant SOW immediately upon written notice and recover all Professional Services Fees paid under such SOW for such deficient Deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other

reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to appropriately modify such requirements. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.

**3.2. Dispute.** If Company, in its reasonable and good faith judgment, does not agree with Customer that a submitted Deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Company will so notify Customer. The parties will use reasonable efforts to resolve the disagreement as soon as reasonably practicable, including by escalation to more senior management.

**3.3. No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

**3.4. Change Orders.** Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Company's receipt of a Change Order request from Customer, Company will promptly notify Customer if Company believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Company may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Company's then-current standard rates.

#### **4. FEES AND INVOICING**

**4.1. Fees.** Customer will pay Company for the Professional Services at the rates specified in the applicable SOW or if no rate is specified in the SOW at Company's standard rates in effect at the time the SOW is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Company will continue to provide Professional Services under the same rates and terms. Company will periodically update Customer on the status of the Professional Services and the Fees accrued under SOWs.

**4.2. Incidental Expenses.** Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services including airfare/mileage, lodging, meals, tolls.

**4.3. Suspension of Professional Services.** If any amount owed by Customer under this or any other agreement for Professional Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full. No additional licenses nor SOWs will be presented to Customers who are delinquent on payments.

**4.4. Support Fees.** Any Development, Integration, Reporting, or Ongoing Data Synchronization work is subject to annual or monthly maintenance fees.

#### **5. PROPRIETARY RIGHTS AND LICENSES**

**5.1. Customer Intellectual Property.** Customer does not grant to Company any rights in or to Customer's intellectual property except such licenses as may be required for Company to perform its obligations hereunder.

**5.2. Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.

**5.3. License for Contract Property.** Upon Customer's payment of Fees due under an applicable SOW, Company grants Customer a non-exclusive, non-transferable, license to maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Products anything developed by Company for Customer, including Deliverables, under this Agreement ("Contract Property"). Company and Customer each retains all right, title and interest in its respective intellectual property and Company retains all ownership rights in the Contract Property.

## 6. WARRANTIES, EXCLUSIVE REMEDY AND DISCLAIMERS

**6.1. Warranty.** Company warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Professional Services. If Company is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services Fees paid to Company for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Company in writing within ninety (90) days of performance of such Professional Services in order to receive warranty remedies.

**6.2. Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 7. INDEMNIFICATION

**7.1. Indemnification by Company.** Company will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by Company personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by Company of, any such Claim, all of the foregoing to the extent caused by Company personnel, provided that Customer: (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (except that Company may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives Company all reasonable assistance, at Company's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of the Agreement.

**7.2. Mutual Indemnity.** To the maximum extent as permitted by law, each party (the "Provider") will defend the other party (the "Recipient") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes or mis-appropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient, (iii). In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant

SOW upon ten (10) days' written notice given within thirty (30) days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

**8. EXCLUSIVE REMEDY.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

**9. LIMITATION OF LIABILITY**

**9.1. Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO AN SOW EXCEED THE TOTAL FEES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SOW OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

**9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**10. NON-SOLICITATION AND CONTRACTORS.**

**10.1. Non-Solicitation and Non-Hiring of Company's Employees.** During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to hire or to solicit the employment of any person who (a) at the time of such solicitation or hiring is presently an employee of Company, or (b) at any time within one year prior to such solicitation or hiring has been an employee of Company, and directly or indirectly associated with Company's work effort under this Agreement. The parties recognize and agree that the damages resulting to Company from a breach of this Section are difficult or impossible to calculate, and that irreparable injury to Company would result from any such breach. Company shall be entitled to injunctive relief in the event of any breach or threatened breach of this Section, in addition to any other remedy in law or equity arising therefrom. Additionally, if Customer hires such a person as Customer's employee or contracts with such a person as Customer's contractor, Customer shall pay to Company liquidated damages equal to two times such person's annual base salary immediately preceding such person's termination of employment with Company. The parties agree that such liquidated damages are a reasonable estimate of the damages which would be suffered by the Company in the event of such hiring.

**10.2. Subcontractors.** Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Agreement, except as otherwise specified herein.

## SCHEDULE B

# SERVICE LEVEL AGREEMENT (SLA)

This SLA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

### **1. Uptime Service Levels for The Company's Products**

Every effort will be made by The Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

\*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit"), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month's minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer's invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

### **2. Support Service Level Matrix – Notification from Customers of a defect or via internal audit reports**

#### **HARDWARE SUPPORT LEVEL MATRIX**

- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Customer within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Customer will receive the initial response immediately and/or within the first twelve (12) hours.
- In the event that a Field Service Technician is required at the sole discretion of the Company, Technical Support will liaise with The Company's Fulfillment team to assist with finding an approved installer.
- If the issue relates to a hardware malfunction and Customer is unable to utilize the hardware to operate, the Company will endeavor to resolve the issues, or replace the hardware device where applicable. In some cases, a workaround may be provided to Customer until a hardware replacement is received. While The Company may provide replacement hardware with expedited or overnight shipping, the Company is not responsible for delays by the shipping carrier.

**SOFTWARE SUPPORT LEVEL MATRIX:** The following table details the different priorities for incidents. All hours and days listed are business hours, or business days and valid from the date/time of notification to the Company. All target diagnosis and resolution times are approximate. The Company will use commercially reasonable efforts to address incidents within the stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	A critical severity issue has significant to critical impact on business, production, etc., and to which there is no reasonable workaround	1 Hour	1 Day	Hotfix may be applied to affected Customers and general release in one of next two updates, if deemed appropriate for all customers
P2 – Priority Level 2	An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.	1 Day	5-10 Days	Within current or next release, where appropriate
P3 – Priority Level 3	A case that has no immediate impact on the performance, quality or functionality of the software system.	3 Days	10-15 Days	N/A

\*Target Acknowledgement: The Company will use reasonable efforts to respond to Customer to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time the Company becomes aware of the defect) for the Severity Level set out in the table above.

\*\*Target Initial Diagnosis: The Company will use reasonable efforts to respond to Customer within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Customer of the cause of the issue and how it intends to resolve the issue.

\*\*\*Target Resolution of Defects: The Company will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

### 3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Customer system-related issues or issues caused by the Customer's on-premises placement of any hardware or server.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

- (a) Scheduled maintenance where the Company has given at least two (2) business days' notice in advance to the Customer, or
- (b) Circumstances beyond the reasonable control of the Company, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third-party software or equipment, or
- (c) Any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Company's services in breach of the Agreement.

#### 4. Scheduled Maintenance

When an outage is required for scheduled maintenance, the Company will communicate all scheduled service outages by giving at least 48 hours' notice in advance to the Customer. The Company will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Customer's business operations.

#### 5. Routeware Technical Support Availability

Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time (PST) (US); 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) (UK); and 8:00 a.m. – 5:00 p.m. Eastern Standard Time (EST) (Canada), Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday.

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##### North America Holiday Schedule:

- New Year's Day
- MLK Day
- Good Friday
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

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##### Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

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##### UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

## 6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Customer's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by the Company, general questions, etc.
- **Defect** means any failure of a Product which: (i) does not result from any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Products in breach of the Agreement and; (ii) is not outside the reasonable control of the Company, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

## 7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to the Products that is not a result of the Customer making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Customer's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of the Company's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Customer upon request.

For immediate support assistance and to open a ticket, call: 877.906.8545

Or send an email to generate a ticket to: [support@routeware.com](mailto:support@routeware.com)

# SCHEDULE C

## ROUTEWARE, INC., DATA SECURITY AND PROTECTION

Routeware's SOC report talks about Data Security, unauthorized breach, and our preparedness for it. This can be accessed by visiting <https://trust.routeware.com>, where our NDA can be signed and the document downloaded. Routeware's SOC-2 Certificate can also be found here. This Data Security and Protection Schedule incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

### Definitions

**"Company Personnel"** means any Company employee, contractor, subcontractor or agent to whom Company authorizes to access or Process Customer Information.

**"Customer Information"** means any information owned or controlled by Customer, in any form, format or media (including paper, electronic and other records), that is provided to Company or that Company has access to, obtains, uses, maintains or otherwise handles in connection with the performance of Services, including partial copies thereof.

**"Personal Information"** means any Customer Information that relates to an identified or identifiable individual.

**"Process"** or **"Processing"** means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of data.

**1. Limitations on Use.** Company will Process Customer Information only on Customer's behalf to perform the Services in accordance with this Agreement or other documented instructions of Customer. For clarity, Company will not: (a) retain, use, disclose, or otherwise Process Customer Information for any purpose other than performing the Services specified in this Agreement, including for any commercial purpose of Company or any third party; (b) sell Customer Information, or otherwise disclose Customer Information to any third party for the commercial benefit of Company or any third party; or (c) combine Customer Information with Personal Information (as defined below) that Company receives from or on behalf of another person or persons, or collects from its own interaction with individuals, except as expressly approved by Customer and in compliance with applicable law. Company certifies that it understands and will comply with all restrictions placed on its Processing of Customer Information in this Schedule and this Agreement.

**2. Confidentiality.** Company will hold Customer Information in strict confidence and impose confidentiality obligations on Company Personnel (as defined below) who will be provided access to, or will otherwise Process, Customer Information, including to protect all Customer Information in accordance with the requirements of this Schedule (including during the term of their employment or engagement and thereafter).

**3. Information Security Program.** Company will implement and maintain a comprehensive written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer Information against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure; unauthorized, unlawful or accidental loss, destruction, acquisition or damage; or any other unauthorized form of Processing) ("**Information Security Program**").

**4. Disclosure.** Company will not disclose or transfer Customer Information to, or allow access to Customer Information by, any third party, including to Company's affiliates or subcontractors, without first entering into an agreement with such third party that is at least as restrictive as this Schedule. Such agreement will be provided to Customer promptly upon request. Company will remain liable for all acts or omissions by such third parties with respect to the disclosed Customer Information.

**5. Deidentification and Aggregation.** To the extent that Customer provides any Customer Information to Company in a deidentified or aggregated form, Company will make no attempt to identify any individual to whom such information relates, and will take commercially reasonable measures to prevent such reidentification of the information. Likewise, to the extent this Agreement authorizes Company to use Customer Information in a

deidentified or aggregated manner, Company will ensure that any such information qualifies as “deidentified” information and/or “aggregate consumer information” as defined by the California Consumer Privacy Act of 2018, as amended, and will make no attempt to reidentify any individual to whom such information relates.

**6. Requests or Complaints from Individuals.** Company will promptly notify Customer in writing, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to Company, if Company receives: (i) any requests from an individual with respect to Personal Information, including, but not limited, to opt-out requests, requests for access or deletion, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information. Company will not respond to any such request or complaint, unless expressly authorized to do so by Customer, and will cooperate with Customer with respect to any action taken relating to such request or complaint.

**7. Disclosure Requests.** If Company receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Customer Information to any government authority or other third party, Company will immediately notify Customer (except to the extent prohibited by laws applicable to Company). Company will provide Customer with at least forty-eight (48) hours’ notice prior to the required disclosure and will cooperate with Customer with respect to any such request, including to obtain an appropriate protective order.

**8. Audit.** Upon Customer’s request, Company will make available to Customer up to once per year (a) a copy of a third-party assessment, made by a reputable third party, such as a Service Organization Controls 2, Type 2 report or comparable report (“**Third-Party Report**”), if Company has obtained such a Third-Party Report; or (b) if Company has not obtained a Third-Party Report, written responses to a security assessment and compliance questionnaire provided by Customer (“**Written Responses**”). If Company responds to Customer’s request by providing Written Responses rather than a Third-Party Report, and Customer reasonably determines that further assessment is warranted, Company will enable Customer upon its request, no more than annually and with at least thirty (30) days’ prior written notice, to review Company’s relevant policies, procedures, and systems as reasonably appropriate to audit Company’s compliance with its obligations under this Schedule.

**9. Regulatory Investigations.** Company will assist and support Customer in the event of an investigation by any law enforcement body or regulator, if and to the extent that such investigation relates to Personal Information handled by Company on behalf of Customer in accordance with this Schedule. Such assistance will be at Customer’s sole expense, except where investigation was required due to Company’s acts or omissions, in which case such assistance will be at Company’s sole expense.

**10. Security Incident.** Company will notify Customer in writing within forty-eight (48) hours whenever Company reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Customer Information or any other unauthorized Processing of Customer Information (a “**Security Incident**”). Company will immediately investigate the Security Incident, and take all necessary steps to eliminate or contain the exposure of the Customer Information and keep Customer informed of the status and cause of the Security Incident and all related matters. Company further agrees to provide reasonable assistance and cooperation requested by Customer and/or Customer’s designated representatives in the furtherance of any correction, remediation, investigation or recording of any Security Incident and/or the mitigation of any potential damage, including any notification that Customer may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that Customer deems appropriate to provide to affected individuals. Unless required by law applicable to Company, Company will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Customer Information without first obtaining written permission of Customer. In addition, within thirty (30) days of identifying or being informed of any Security Incident arising from any act or omission by Company, Company will develop and execute a plan, subject to Customer’s approval, that reduces the likelihood of a recurrence of a Security Incident.

**11. Disposal or Return.** Upon termination or expiration of this Agreement for any reason, or upon Customer’s request, Company will immediately destroy any or all Customer Information in Company’s possession, power or control, except as otherwise required by law applicable to Company, cease Processing Customer Information. If specifically directed by Customer, Company will return such Customer Information in a manner and format reasonably

requested by Customer. If Company has such a legal obligation to retain Customer Information beyond the period otherwise specified by this Section, Company will notify Customer in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Customer Information in accordance with this Section as soon as possible after that legally required retention period has ended.

**12. Cooperation; Adverse Changes.** Company will provide relevant information and assistance reasonably requested by Customer to demonstrate Company's compliance with its obligations under this Schedule and assist Customer in meeting its obligations under data protection or privacy laws. Company will notify Customer promptly if Company: (i) has reason to believe that it is unable to comply with any of its obligations under this Schedule and cannot cure this inability to comply within a reasonable time frame; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Schedule. In the event that this Schedule, or any actions to be taken or contemplated to be taken in performance of this Schedule, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Schedule.

**13. Miscellaneous.** The obligations of Company under this Schedule will continue for as long as Company continues to have access to, is in possession or control of, or acquires Customer Information, even if all agreements between Company and Customer have expired or have been terminated. This Schedule may be amended only by written agreement of the parties.

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

**RESOLUTION AUTHORIZING TRANSFER OF TWO (2) 2009  
FORD CROWN VICTORIAS TO THE TOWN OF CAMP HILL, ALABAMA**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) has items of tangible personal property, two (2) 2009 Ford Crown Victorias, VIN #2FAHP71V59X126084, Opelika Vehicle #213, and VIN #2FAHP71V79X126085, Opelika Vehicle #212, which are no longer needed for public purposes; and

**WHEREAS**, §11-43-56 of the *Code of Alabama* of 1975 authorizes the governing body to dispose of unneeded personal property; and

**WHEREAS**, the Town of Camp Hill, Alabama, is in need of two (2) 2009 Ford Crown Victorias.

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

1. That the following items of personal property owned by the City of Opelika are not needed for public or municipal purposes:

One (1) 2009 Ford Crown Victoria VIN #2FAHP71V59X126084, Opelika Vehicle #213

One (1) 2009 Ford Crown Victoria VIN #2FAHP71V79X126085, Opelika Vehicle #212

2. That the Mayor and City Clerk are hereby authorized to transfer and convey said 2009 Ford Crown Victorias owned by the City of Opelika, described in Section 1 above, to the Town of Camp Hill, Alabama, without consideration.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the

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

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

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CITY CLERK

**STATE OF ALABAMA ) : BILL OF SALE  
COUNTY OF LEE )**

**KNOW ALL MEN BY THESE PRESENTS**, that for the consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned Seller, the City of Opelika, Alabama, a municipal corporation, does hereby transfer and deliver to the Town of Camp Hill, Alabama (the “Buyer”), one (1) 2009 Ford Crown Victoria VIN# 2FAHP71V59X126084, Opelika Vehicle #213.

**TO HAVE AND TO HOLD** unto Buyer and its successors and assigns forever.

The Seller warrants that the Seller is the true and lawful owner of the Ford Crown Victoria and that the Crown Victoria is free from any and all legal claims and encumbrances by others. Other than the Seller's warranty of ownership stated above, Seller disclaims all other warranties, either express or implied. The Buyer hereby accepts the Ford Crown Victoria in its present condition "AS-IS" and "WHERE IS" without any warranties, either express or implied, as to its condition. The Buyer acknowledges and agrees that the Ford Crown Victoria is being sold without any warranties of merchantability or fitness for a particular purpose.

**IN WITNESS WHEREOF**, each of the parties has caused this Bill of Sale to be duly executed and delivered on this the                    day of February, 2026.

**CITY OF OPELIKA, ALABAMA--SELLER**  
a municipal corporation

BY: \_\_\_\_\_  
Its Mayor

# THE TOWN OF CAMP HILL, ALABAMA BUYER

**BY:**

ITS

**STATE OF ALABAMA )**  
                          **: BILL OF SALE**  
**COUNTY OF LEE        )**

**KNOW ALL MEN BY THESE PRESENTS**, that for the consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned Seller, the City of Opelika, Alabama, a municipal corporation, does hereby transfer and deliver to the Town of Camp Hill, Alabama (the “Buyer”), one (1) 2009 Ford Crown Victoria

VIN# 2FAHP71V59X126085, Opelika Vehicle #212.

**TO HAVE AND TO HOLD** unto Buyer and its successors and assigns forever.

The Seller warrants that the Seller is the true and lawful owner of the Ford Crown Victoria and that the Crown Victoria is free from any and all legal claims and encumbrances by others. Other than the Seller’s warranty of ownership stated above, Seller disclaims all other warranties, either express or implied. The Buyer hereby accepts the Ford Crown Victoria in its present condition “AS-IS” and “WHERE IS” without any warranties, either express or implied, as to its condition. The Buyer acknowledges and agrees that the Ford Crown Victoria is being sold without any warranties of merchantability or fitness for a particular purpose.

**IN WITNESS WHEREOF**, each of the parties has caused this Bill of Sale to be duly executed and delivered on this the \_\_\_\_\_ day of February, 2026.

**CITY OF OPELIKA, ALABAMA--SELLER**  
a municipal corporation

BY: \_\_\_\_\_  
Its Mayor

**THE TOWN OF CAMP HILL, ALABAMA  
BUYER**

BY: \_\_\_\_\_  
ITS \_\_\_\_\_

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

**RESOLUTION APPROVING ENGINEERING AGREEMENT  
WITH CSX TRANSPORTATION, INC., IN CONNECTION WITH  
SPORTSPLEX PARKWAY EXTENSION PROJECT**

**WHEREAS**, the City of Opelika, Alabama (hereinafter the “City”) intends to facilitate the development of a proposed Sportsplex Parkway Extension new bridge over the CSX Railroad (Project A&WP Sub MP XXB-106.84) (the “Project”); and

**WHEREAS**, the City has requested that CSX Transportation, Inc., a Virginia Corporation, (“CSXT”) proceed with certain necessary engineering and/or design services for the Project; and

**WHEREAS**, CSXT will prepare, review and approve preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project; prepare cost estimates for CSXT’s work in connection with the Project; and review construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by the City for the Project; and

**WHEREAS**, the City shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work; and

**WHEREAS**, an Engineering Agreement (the “Agreement”) has been prepared by CSXT and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

**WHEREAS**, the estimated compensation due to CSXT under the Agreement is not to exceed \$31,900, which shall come from the budgeted project funds.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver the 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 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 CSX Transportation, Inc., shall be paid from the budgeted project funds, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to CSX Transportation, Inc., for the provisions of engineering services as outlined in the Agreement attached hereto.

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

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

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

ATTEST:

---

CITY CLERK

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **City of Opelika**, a body corporate and political subdivision of the Alabama (“Agency”).

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed Sportsplex Parkway Extension new bridge over CSXT, in Opelika, Lee County, AL., Atlanta Division, A&WP Sub DOT TBD, MP XXB-106.84 (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. **Scope of Work**
  - 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
  - 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

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2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. **Reimbursement of CSXT Expenses.**

3.1. **Reimbursable Expenses.** Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. **Estimate.** CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$31,900** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. **Payment Terms.**

3.3.1. **Advance Payment in Full.** Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first

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class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to Agency: City of Opelika  
P. O. Box 390  
Opelika, Alabama 36803-0390  
Attention: Scott Parker, Opelika City Engineer

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Alabama**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CITY OF OPELIKA**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

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

Name: Scott Willis

Title: Project Manager II – Public Projects

ESTIMATE SUBJECT TO REVISION AFTER:		1/12/2027	DOT NO.: TBD
CITY: Opelika	COUNTY: Lee	STATE: AL	
DESCRIPTION: Proposed New Overhead bridge Sportsplex Parkway Extension over CSXT.			
DIVISION: Atlanta	SUB-DIV: A&WP	MILE POST: XXB-106.84	
AGENCY PROJECT NUMBER: 3763805			

**PRELIMINARY ENGINEERING:**

Contracted & Administrative Engineering Services	\$	31,900
<b>Subtotal</b>	\$	<b>31,900</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted & Administrative Engineering Services	\$	-
<b>Subtotal</b>	\$	<b>-</b>

**FLAGGING SERVICE: (Contract/CSX Labor)**

Engineering Labor (Foreman/Inspector/Flagman)	0	Days @	\$ 700.00	\$	-
Additive	240.40%	(Engineering Department)		\$	-
<b>Subtotal</b>				\$	-

**SIGNAL & COMMUNICATIONS WORK:**

<b>TRACK WORK:</b>	\$	-
<b>CONTRACT WORK:</b>	\$	-

<b>PROJECT SUBTOTAL:</b>	\$	<b>31,900</b>
<b>CONTINGENCIES:</b>	0.00%	

<b>PROJECT TOTAL:</b>	*****	\$	31,900
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<b>CURRENT AUTHORIZED BUDGET:</b>	*****	\$	-
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<b>TOTAL SUPPLEMENT REQUESTED:</b>	*****	\$	<b>31,900</b>
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**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	31,900
Railroad	<u>0.00%</u>	\$	-
		\$	<b>31,900</b>

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV	Approved by: KSW	CSXT Public Project Group
DATE: 01/09/26	REVISED:	DATE: 01/12/26

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## CSXT Schedule PA

### PAYMENT SUBMISSION FORM

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Project Description: Opelika, Lee County, AL; New bridge Sportsplex Parkway Extension over CSXT DOT TBD, A&WP Sub MP XXB-106.84; 3763805

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*  
Mail this form (via USPS only),  
along with your paper check (do not  
send the Agreement) to the following  
address:

**CSX Transportation, Inc.**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*  
Submit Payment to:

**CSXT Govt. Billing**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**Acct # 1219082172**  
**ACH ABA# 267084199**

\*\*\*\*\*

\*\*\*\*\*

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check  
or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis**  
**Project Manager II - Public Projects**  
[Scott\\_Willis@csx.com](mailto:Scott_Willis@csx.com)  
[Monica\\_grantmack@csx.com](mailto:Monica_grantmack@csx.com)  
**904-359-1405**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING ENGINEERING AGREEMENT  
WITH CSX TRANSPORTATION, INC., IN CONNECTION WITH  
VETERANS PARKWAY EXTENSION PROJECT**

**WHEREAS**, the City of Opelika, Alabama (hereinafter the “City”) intends to facilitate the development of a proposed Veterans Parkway Extension new bridge over the CSX Railroad (Project A&WP Sub MP XXB-113.05) (the “Project”); and

**WHEREAS**, the City has requested that CSX Transportation, Inc., a Virginia Corporation, (“CSXT”) proceed with certain necessary engineering and/or design services for the Project; and

**WHEREAS**, CSXT will prepare, review and approve preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project; prepare cost estimates for CSXT’s work in connection with the Project; and review construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by the City for the Project; and

**WHEREAS**, the City shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work; and

**WHEREAS**, an Engineering Agreement (the “Agreement”) has been prepared by CSXT and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

**WHEREAS**, the estimated compensation due to CSXT under the Agreement is not to exceed \$31,900, which shall come from the budgeted project funds.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver the 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 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 CSX Transportation, Inc., shall be paid from the budgeted project funds, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to CSX Transportation, Inc., for the provisions of engineering services as outlined in the Agreement attached hereto.

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

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

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

ATTEST:

---

CITY CLERK

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **City of Opelika**, a body corporate and political subdivision of the Alabama (“Agency”).

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed Veterans Parkway Extension new bridge over CSXT, in Opelika, Lee County, AL., Atlanta Division, A&WP Sub DOT TBD, MP XXB-113.05 (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. **Scope of Work**
  - 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
  - 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

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2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. **Reimbursement of CSXT Expenses.**

3.1. **Reimbursable Expenses.** Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. **Estimate.** CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$31,900** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. **Payment Terms.**

3.3.1. **Advance Payment in Full.** Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first

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3763804  
OP No. TBD

class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to Agency: City of Opelika  
P. O. Box 390  
Opelika, Alabama 36803-0390  
Attention: Scott Parker, Opelika City Engineer

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Alabama**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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Project: Opelika, Lee County, AL  
New bridge Veterans Parkway Extension over CSXT  
DOT TBD, A&WP Sub MP XXB-113.05  
3763804  
OP No. TBD

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CITY OF OPELIKA**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

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

Name: Scott Willis

Title: Project Manager II – Public Projects

ESTIMATE SUBJECT TO REVISION AFTER:		1/12/2027	DOT NO.: TBD
CITY: Opelika	COUNTY: Lee	STATE: AL	
DESCRIPTION: Proposed New Overhead bridge Veterans Parkway Extension over CSXT.			
DIVISION: Atlanta	SUB-DIV: A&WP	MILE POST: XXB-113.05	
AGENCY PROJECT NUMBER: 3763804			

**PRELIMINARY ENGINEERING:**

Contracted & Administrative Engineering Services	\$	31,900
<b>Subtotal</b>	\$	<b>31,900</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted & Administrative Engineering Services	\$	-
<b>Subtotal</b>	\$	<b>-</b>

**FLAGGING SERVICE: (Contract/CSX Labor)**

Engineering Labor (Foreman/Inspector/Flagman)	0	Days @	\$ 700.00	\$	-
Additive	240.40%	(Engineering Department)		\$	-
<b>Subtotal</b>				\$	-

**SIGNAL & COMMUNICATIONS WORK:**

<b>TRACK WORK:</b>	\$	-
<b>CONTRACT WORK:</b>	\$	-

<b>PROJECT SUBTOTAL:</b>	\$	<b>31,900</b>	
<b>CONTINGENCIES:</b>	0.00%	\$	-

<b>PROJECT TOTAL:</b>	*****	\$	31,900
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<b>CURRENT AUTHORIZED BUDGET:</b>	*****	\$	-
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<b>TOTAL SUPPLEMENT REQUESTED:</b>	*****	\$	<b>31,900</b>
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**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	31,900
Railroad	<u>0.00%</u>	\$	-
		\$	<b>31,900</b>

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV	Approved by: KSW	CSXT Public Project Group
DATE: 01/08/26	REVISED:	DATE: 01/12/26

Project: Opelika, Lee County, AL  
New bridge Veterans Parkway Extension over CSXT  
DOT TBD, A&WP Sub MP XXB-113.05  
3763804  
OP No. TBD

## CSXT Schedule PA

### PAYMENT SUBMISSION FORM

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Project Description: Opelika, Lee County, AL; New bridge Veterans Parkway Extension over CSXT DOT TBD, A&WP Sub MP XXB-106.84; 3763804

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*  
Mail this form (via USPS only),  
along with your paper check (do not  
send the Agreement) to the following  
address:

**CSX Transportation, Inc.**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*  
Submit Payment to:

**CSXT Govt. Billing**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**Acct # 1219082172**  
**ACH ABA# 267084199**

\*\*\*\*\*

\*\*\*\*\*

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check  
or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis**  
**Project Manager II - Public Projects**  
[Scott Willis@csx.com](mailto:Scott_Willis@csx.com)  
[Monica grantmack@csx.com](mailto:Monica_grantmack@csx.com)  
**904-359-1405**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ESTABLISHING AN OPELIKA YOUTH COUNCIL**

**WHEREAS**, the City Council of the City of Opelika, Alabama, desires to offer opportunities for high school-aged youth to learn more about local government; and,

**WHEREAS**, it is the intent of the City Council of the City of Opelika, Alabama, to establish the Opelika Youth Council to fill an important role in having the youth exposed to the decision-making process, creating projects, and developing their leadership skills.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Opelika, Alabama, that the Opelika Youth Council shall be established, and the following shall be the official charter of the Opelika Youth Council:

**Section 1. Establishment of an Opelika Youth Council.**

A City of Opelika Youth Council will be established to provide the City's youth with the opportunity to participate in the City's decision-making process, create projects and activities for the community, and to instill a sense of civic responsibility, thereby becoming effective leaders helping to shape the future of Opelika. The Opelika Youth Council members will be the voice of the adolescent population and will assist with implementing the recommendations of the various citywide plans.

The Opelika Youth Council should participate in the following:

1. Assisting city staff with public education and outreach activities to their peers.
2. Coordinating with established programs and organizations in the community working to address the needs and concerns of the youth.
3. Identifying and researching potential programs and activities for youth engagement and education.
4. Assisting with identifying potential solutions and research opportunities in support of City programs and activities.

5. Reviewing local, state, and regional policies pertaining to equity, inclusion, and engagement of the youth population and recommending enhancements or changes needed.
6. Identifying physical and perceived barriers to active participation in the community and informing possible areas in need of improvements.
7. Identifying the latest developments in community youth engagement in communities, schools, and businesses.
8. Providing recommendations regarding the implementation of the various citywide plans.

## **Section 2. Membership Qualifications and Terms.**

The Youth Council shall consist of nine (9) members selected by the Advisory Committee.

Council members should be high school-aged students that currently reside in the City of Opelika. Youth Council members must meet the following qualifications:

1. Be currently enrolled in a school located within the corporate limits of the City of Opelika and the equivalent of an eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) grade student.
2. Have an interest in learning about government and how it functions.
3. Be able to think critically and articulate thoughts and ideas.
4. Be able to commit to serving at least one full term.
5. Be in good academic standing and free of any serious disciplinary infractions within the last six months.

An ideal Youth Council will be composed of a diverse group of young people that represent all youth in Opelika. Members of the board shall support the stated mission and goals of the Opelika Youth Council.

The Advisory Committee shall appoint members to a term of one (1) year. Members will have to apply every year; should a returning member reapply, he/she will receive preference, but selection is not guaranteed. Advisory Committee members shall serve without compensation.

## **Section 3. Officers.**

The Youth Council shall elect one (1) member, by majority vote, to serve as its Chairperson and

to preside over its meetings. The Youth Council shall create and fill other officer(s) and sub-committee(s) as it may deem necessary by majority vote. The term of the Chairperson and other officer(s) shall be one (1) year, with eligibility for re-election to succeeding terms.

#### **Section 4. Charge and Responsibilities of the Youth Council.**

The Youth Council is charged with the following responsibilities:

1. Participate in the Youth Council kick-off orientation.
2. Draft Youth Council by-laws and establish Committees.
3. Attend monthly Youth Council meetings.
4. Attend at least one (1) City Council meeting per term.
5. Develop at least one (1) citywide function or event.
6. Develop a public service announcement regarding an issue currently affecting the adolescent population.
7. Develop a communication plan to promote and inform youth of “what’s going on”.
8. Research and make recommendations to the City Council regarding a specific task the Youth Council wants to address.
9. Volunteer for a minimum of eight (8) hours at any city-sponsored event.
10. Report the Council’s accomplishments to the City Council at the conclusion of each term.

#### **Section 5. Meetings.**

The Youth Council shall meet on the first Wednesday of every month from 4:00 – 5:30 pm, except for the months of July, August, and September. Special-called meetings may occur more frequently. The Youth Council shall keep a record (minutes) of its meetings including attendance of its members and its findings, recommendations, and actions.

#### **Section 6. Meeting Attendance.**

Any member of the Youth Council who misses more than three (3) unexcused and consecutive meetings shall lose his or her status as a member of the Youth Council. Absence due to sickness, death, or other emergencies of like nature shall be recognized as excused absences and shall not affect the member’s status on the Council.

### **Section 7. Quorum and Voting.**

A quorum of the Youth Council shall consist of a simple majority. The vote of a simple majority of a quorum shall be necessary to take any official council action.

### **Section 8. Staff Liaison.**

The staff liaison for the Youth Council shall be designated by the Advisory Committee and may consist of multiple persons as deemed necessary. The staff person(s) or a staff designee shall attend all Youth Council meetings.

### **Section 9. Advisory Committee.**

The advisory committee will be comprised of five (5) members: one (1) Councilmember or City Staff Member, one (1) Opelika High School Resource Officer, one (1) Opelika High School representative, one (1) additional representative from Opelika High School or a Private School Representative, and one (1) Community Youth Liaison.

The Advisory Committee will serve as the selection committee for Youth Council members. The committee will also provide guidance to the Youth Council, when necessary, on the various responsibilities tasked to the Youth Council.

**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



**LEGISLATIVE OFFICE**  
204 South 7<sup>th</sup> Street - P.O. Box 390  
Opelika, Alabama 36803-0390  
(p) 334-705-5110  
(f) 334-705-5104  
[www.opelika-al.gov](http://www.opelika-al.gov)

## **Charter: City of Opelika Opelika Youth Council**

### ***Section 1. Establishment of an Opelika Youth Council.***

A City of Opelika Youth Council will be established to provide the City's youth with the opportunity to participate in the City's decision-making process, create projects and activities for the community, and to instill a sense of civic responsibility, thereby becoming effective leaders helping to shape the future of Opelika. The Opelika Youth Council members will be the voice of the adolescent population and will assist with implementing the recommendations of the various citywide plans.

The Opelika Youth Council should participate in the following:

1. Assisting city staff with public education and outreach activities to their peers.
2. Coordinating with established programs and organizations in the community working to address the needs and concerns of the youth.
3. Identifying and researching potential programs and activities for youth engagement and education.
4. Assisting with identifying potential solutions and research opportunities in support of City programs and activities.
5. Reviewing local, state, and regional policies pertaining to equity, inclusion, and engagement of the youth population and recommending enhancements or changes needed.
6. Identifying physical and perceived barriers to active participation in the community and informing possible areas in need of improvements.
7. Identifying the latest developments in community youth engagement in communities, schools, and businesses.



8. Providing recommendations regarding the implementation the various citywide plans.

## ***Section 2. Membership Qualifications and Terms.***

The Youth Council shall consist of nine (9) members selected by the Advisory Committee. Council members should be high school-aged students that currently reside in the City of Opelika. Youth Council members must meet the following qualifications:

1. Be currently enrolled in a school located within the corporate limits of the City of Opelika and the equivalent of an eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) year student.
2. Have an interest in learning about government and how it functions.
3. Be able to think critically and articulate thoughts and ideas.
4. Be able to commit to serving at least one full term.
5. Be in good academic standing and free of any serious disciplinary infractions within the last six months.

An ideal Youth Council will be composed of a diverse group of young people that represent all youth in Opelika. Members of the board shall support the stated mission and goals of the Opelika Youth Council.

The Advisory Committee shall appoint members to a term of one (1) year. Members will have to apply every year; should a returning member reapply, he/she will receive preference, but selection is not guaranteed. Board members shall serve without compensation.

## ***Section 3. A: Officers.***

The Youth Council shall elect one (1) member to serve as Chairperson and to preside over its meetings. The Youth Council shall create and fill such officer(s) and sub-committee(s) as it may deem necessary by majority vote. The term of the Chairperson and other officer(s) shall be one (1) year, with eligibility for re-election to succeeding terms.

## ***Section 3.B: Officer Duties***

## ***Section 3.C: Subcommittee Duties***

## ***Section 3.D: Vacancies, Removal, & Resignation***



## ***Section 4. Charge and Responsibilities of the Youth Council.***

The Youth Council is charged with the following responsibilities:

1. *Mandatory:* Participate in the Youth Council kick-off orientation.
2. Draft Youth Council by-laws and establish Committees.
3. Attend monthly Youth Council meetings.
4. Attend at least one (1) City Council meeting per term.
5. Develop at least one (1) citywide function or event.
6. Develop a public service announcement regarding an issue currently affecting the adolescent population.
7. Develop a communication plan to promote and inform youth of “what’s going on”.
8. Research and make recommendations to the City Council regarding a specific task the Youth Council wants to address.
9. Volunteer for a minimum of eight (8) hours at any city-sponsored event.
10. Report the Council’s accomplishments to the City Council at the conclusion of each term.

### ***Section 5.A: Meetings.***

The Youth Council shall meet on the first Wednesday of every month from 4:00 – 5:30 pm, except for the months of July, August, and September. Special-called meetings may occur more frequently. The Youth Council shall keep a record (minutes) of its meetings including attendance of its members and its findings, recommendations, and actions.

### ***Section 5.B: Call to Order***

### ***Section 5.C: Conduct***

## ***Section 6. Meeting Attendance.***

Any member of the Youth Council who misses more than three (3) unexcused and consecutive meetings shall lose his or her status as a member of the Youth Council. Absence due to sickness, death, or other emergencies of like nature shall be recognized as excused absences and shall not affect the member’s status on the Council.

## ***Section 7. Quorum and Voting.***

A quorum of the Youth Council shall consist of a simple majority. The vote of a simple majority of a quorum shall be necessary to take any official council action.



### ***Section 8. Staff Liaison.***

The staff liaison for the Youth Council shall be designated by the Advisory Committee and may consist of multiple persons as deemed necessary. The staff person(s) or a staff designee shall attend all Youth Council meetings.

### ***Section 9. Advisory Committee.***

The advisory committee will be comprised of five (5) members: one (1) Councilmember or City Staff Member, one (1) Opelika High School Resource Officer, one (1) Opelika High School representative, one (1) additional representative from Opelika High School or a Private School Representative, and one (1) Community Youth Liaison.

The Advisory Committee will serve as the selection committee for Youth Council members. The committee will also provide guidance to the Youth Council, when necessary, on the various responsibilities tasked to the Youth Council.

### ***Section 10. Reports to City Council***

### ***Section 11. Bylaw Amendments***



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

**RESOLUTION APPROVING CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE LEE COUNTY YOUTH DEVELOPMENT CENTER**

**WHEREAS**, the Lee County Youth Development Center (hereinafter called “LCYDC”) offers a broad continuum of services and care for youth and families in the areas of prevention, intervention and residential care at 1101 Spring Drive, Opelika, Alabama; and

**WHEREAS**, LCYDC has helped strengthen the community by providing a comprehensive range of services designed to improve the quality of life for children, families and the Opelika community; and

**WHEREAS**, LCYDC enriches the lives of the youth of this community and offers hope to children and families to strengthen the community; and

**WHEREAS**, the City of Opelika, Alabama (hereinafter the “City”) desires to contract with LCYDC to support the Project Uplift Volunteer Program which benefits troubled and underserved youth in the City of Opelika; and

**WHEREAS**, a proposed Contract for Services (hereinafter the “Contract”) to be entered into between the City and LCYDC has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract; and

**WHEREAS**, the City Council has determined that there are public purposes for contracting with LCYDC and appropriating public funds to LCYDC to support the Project Uplift Volunteer Program wherein volunteers are recruited, screened, trained, placed and supervised in provision of beneficial services to troubled and/or underserved youth in the City of Opelika.

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

1. That the City Council hereby finds and declares that the expenditure of public funds as authorized in the Contract serves a public purpose by making available a wide variety of educational, recreational, cultural and enrichment programs for low and moderate income youth that would not otherwise be available to said children.

2. That the proposed Contract for Services to be entered into between the City and the Club, a copy of which is attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with changes

thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

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

4. That of the total appropriation authorized herein, the sum of \$40,000 should be paid from the Unassigned Fund Balance. The Mayor and Controller are hereby authorized to transfer the sum of \$40,000 from the unassigned fund balance to the Lee County Youth Development Center appropriation account. The Mayor and Controller are hereby authorized to make all necessary accounting and budget entries to carry into effect the intent of the provisions of this Resolution and the attached Contract.

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 and the attached Contract.

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

STATE OF ALABAMA      )  
                            :  
COUNTY OF LEE            )

**CONTRACT FOR SERVICES**

**THIS AGREEMENT** is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and Lee County Youth Development Center, Inc., a 501(c)(3) corporation, hereinafter referred to as "LCYDC", on this the 1st day of October, 2025.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1<sup>st</sup> day of October, 2025, and ending the 30<sup>th</sup> day of September, 2026.
2. During the term of this contract, LCYDC agrees to provide the following services:
  - Project Uplift Volunteer Program – Recruit, screen, train, place and supervise volunteers (primarily Auburn University students) to give structure and direction to troubled and/or disadvantaged youth in the City of Opelika.
3. As compensation for the services rendered hereunder, the City agrees to pay to LCYDC, for the term of this agreement the sum of \$40,000.00 payable in quarterly payments upon approval and execution of this contract.
4. LCYDC shall maintain records as to all costs and expenses incurred in performing the services listed above. LCYDC shall provide the City, upon written request by the City to LCYDC, a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures incurred by LCYDC in performing such services. LCYDC shall furnish to the City copies of invoices relating to such expenditures. LCYDC will also retain all records related to Program Funding until October 1, 2027.
5. The City may perform an audit of the records of LCYDC at any time during the term of this agreement and even if the agreement has expired. Audits will be performed at a time mutually agreeable to LCYDC and the City. While conducting an audit of LCYDC's performance under this agreement, the City must use generally accepted auditing standards. If an audit shows any portion of the funds disbursed were not spent in accordance with the conditions of and in strict compliance with this agreement, LCYDC will be liable for reimbursement to the City of all funds not spent in accordance with the agreement, within fourteen (14) days after the City has notified LCYDC of such non-compliance.

6. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
7. LCYDC agrees to comply with all local, state, and federal laws while performing under the terms of this Contract.
8. LCYDC agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
9. LCYDC in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by LCYDC are performed, but on the contrary, LCYDC shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
10. LCYDC agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
11. LCYDC shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
12. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
13. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
14. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

**IN WITNESS WHEREOF**, the parties have hereunto signed their names and affixed their seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF OPELIKA, ALABAMA  
A municipal corporation

BY: \_\_\_\_\_

Eddie Smith  
Mayor

ATTEST:

---

Russell A. Jones, MMC  
City Clerk

Lee County Youth Development Center, Inc.

BY: Shanda J. Lewis  
Director

ATTEST:



\_\_\_\_\_  
Witness

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

**WHEREAS**, the entire Opelika City Council fully supports and appreciates the various services and research that is being provided by the American Cancer Society, and

**WHEREAS**, the local chapter of the American Cancer Society is in need of contributions to assist in funding their annual “Relay for Life” event and continued research to find the cure for cancer, and

**WHEREAS**, Council President George Allen Ward 1, Councilwoman Janataka Hughley-Holmes Ward 2, Councilwoman Leigh Whatley Ward 3, Council President Pro-Tem Chuck Beams Ward 4, and Councilman Todd Rauch Ward 5 wish to provide a special appropriation to assist in supporting the annual “Relay for Life” event provided by the local chapter of the American Cancer Society.

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

1. That each Council member wish to make a special appropriation as detailed below to the local chapter of the American Cancer Society to assist with the cost of their annual “Relay for Life” event and continued research for the cure for cancer:

George Allen	Ward 1	Current fund.	\$1,000.00
Janataka Holmes	Ward 2	Current fund.	\$1,000.00
Leigh Whatley	Ward 3	Current fund.	\$1,000.00
Chuck Beams	Ward 4	Current fund.	\$1,000.00
Todd Rauch	Ward 5	Reserve fund.	\$1,000.00

2. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
3. That the Mayor and the Controller is hereby authorized and directed to move a total of \$5,000.00 from the various accounts/funds as detailed in No. 1 above to the appropriate account(s).
4. The City Clerk is hereby authorized and directed to prepare the appropriate documents so a check for \$5,000.00 can be prepared and delivered to the local chapter of the American Cancer Society.

**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

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

**RESOLUTION APPROVING SPECIAL APPROPRIATION FOR THE LEADERSHIP  
LEE COUNTY CLASS OF 2025-2026 PROJECT MUSTARD SEED**

**WHEREAS**, Leadership Lee County, Inc., identifies and develops local leaders through professional development, educational opportunities and immersive community involvement so they are empowered and equipped to impact Lee County and the City of Opelika through their leadership; and

**WHEREAS**, each class works together to give back to Lee County through projects that support local initiatives; and

**WHEREAS**, the Community Market of East Alabama (the “Community Market”) serves as a lifeline for the food insecure citizens of the City of Opelika and Lee County; and

**WHEREAS**, Project Mustard Seed is the Leadership Lee County Class of 2025-2026’s initiative to transform the Community Market’s exterior into a welcoming, vibrant outdoor oasis; and

**WHEREAS**, §38-2-9, *Code of Alabama*, authorizes the governing body of any municipality to make provisions for the poor and needy of the municipality; and

**WHEREAS**, the City of Opelika, Alabama (the “City”) wishes to support the Leadership Lee County Class of 2025-2026 in its initiative to ensure that those seeking assistance from the Community Market is an experience defined by dignity, comfort and growth; and

**WHEREAS**, President and Ward 1 Council member W. George Allen, Ward 2 Council member Janataka Hughley-Holmes, Ward 3 Council member Leigh Whatley, President Pro-Tem and Ward 4 Council member Chuck Beams and Ward 5 Council member Todd Rauch wish to appropriate \$500.00 each from their respective discretionary funds to Leadership Lee County, Inc., for Project Mustard Seed.

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

1. That the City Council hereby approves a special appropriation in the amount of \$2,500.00 to assist Leadership Lee County Class of 2025-2026 in its initiative to transform the exterior of the Community Market of East Alabama.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing a welcoming, vibrant outdoor oasis and turning a

bare lot into a functioning community hub.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of \$500.00 each from the respective discretionary fund accounts of George Allen, Ward 1, Janataka Hughley-Holmes, Ward 2; Leigh Whatley, Ward 3; Chuck Beams, Ward 4 and Todd Rauch, Ward 5.

4. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$2,500.00 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 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.

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

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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CITY CLERK



## PROJECT MUSTARD SEED

Leadership Lee County | Food Bank of East Alabama

At the heart of Opelika, the Community Market of East Alabama serves as a lifeline for our neighbors in Lee County. Currently, the market is a place of essential utility—but we believe it can be so much more.

**Project Mustard Seed** is the Leadership Lee County Class of 2025–2026's initiative to transform the market's exterior on 1<sup>st</sup> Avenue and 16<sup>th</sup> Place into a welcoming, vibrant outdoor oasis. By turning a bare lot into a functional community hub, we are ensuring that seeking assistance is an experience defined by dignity, comfort, and growth.

**"FAITH AS SMALL AS A MUSTARD SEED CAN MOVE MOUNTAINS."**



**DONATE**  
SCAN ME

### WEBSITE:

<https://bit.ly/projectmustardseed>

**A New Place to Gather:** A beautiful custom pergola will serve as the heart of the site, providing cool shade and a defined space for community meetings and programs.

**Growing Together:** New raised garden beds will offer hands-on opportunities for fresh food education, bringing neighbors of all ages together to plant and harvest.

**Rest & Connection:** We are installing comfortable benches throughout the area, creating inviting spots to sit, relax, and connect with friends.

 **LEADERSHIP  
LEE COUNTY**

1600 1<sup>st</sup> Avenue  
Opelika, AL 36801



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

**RESOLUTION NAMING 6<sup>TH</sup> STREET BRIDGE  
IN MEMORY OF LT. JOHN T. PRUITT, SR.**

**WHEREAS**, John T. Pruitt, Sr., born on March 18, 1933, the ninth and last child of Charlie and Hastie Pruitt, was a lifelong resident of Opelika, Alabama; and

**WHEREAS**, in 1966, John T. Pruitt, Sr., was hired as an auxiliary police officer, earning \$2 per hour. On April 15, 1967, he became the first black police officer hired by the City of Opelika by Mayor T.K. Davis and Chief William J. Trussell. He retired at the rank of Lieutenant after serving the City for 26 years and 8 months; and

**WHEREAS**, while Lt. John T. Pruitt, Sr., served with the Opelika Police Department, he was an instructor for pistol training and was considered an expert marksman and sharpshooter, receiving over 500 awards and trophies; and

**WHEREAS**, Lt. John T. Pruitt, Sr., was a former member of the Alabama Combat League where he was honored with the Governor's Twenty Awards for being included in the top shooters in the State of Alabama; and

**WHEREAS**, Lt. John T. Pruitt, Sr., was active in in the Pleasant Grove Missionary Church where he served as Trustee and was a member of the Laymen Group, Male Choir and Men in Black Choir and Chair of Buildings and Grounds; and

**WHEREAS**, Lt. John T. Pruitt, Sr., was first appointed by the Mayor of Opelika to serve on the Opelika Housing Authority Board of Commissioners in 1994, and continuously served on the board for 30 years; and

**WHEREAS**, Lt. John T. Pruitt, Sr.'s easygoing manner and ability to communicate with people were assets not only in his job but also in the community. He received many certificates and plaques of appreciation for his willingness to serve the City of Opelika and its citizens; and

**WHEREAS**, the Opelika City Council sees fit to honor Lt. John T. Pruitt, Sr., who made the lives of our fellow Opelikans better, and brought honor and respect to this community.

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

1. That the Mayor and City Council recognize with great admiration and appreciation the achievements and contributions of Lt. John T. Pruitt, Sr.
2. That the 6<sup>th</sup> Street Bridge in Opelika is hereby named in memory of Lt. John T. Pruitt, Sr., as the “Lt. John T. Pruitt, Sr. Memorial Bridge”.
3. That the Mayor and the Public Works Director are hereby authorized and directed to erect appropriate signage denoting said designation.
4. That the City Clerk is hereby directed to deliver a copy of this Resolution to the family of Lt. John T. Pruitt, Sr.
5. That this Resolution shall take effect upon its passage and adoption by the City Council.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

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CITY CLERK

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

**AN ORDINANCE TO AMEND THE ZONING  
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA  
(THOMASON DRIVE EXTENSION PUD)**

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

**Section 1. FINDINGS.** The Council has determined and hereby finds and declares that the following facts are true and correct:

(a) Gateway Development, LLC, Cornerstone, LLC and Clark Adams Investments, LLC (the “Owners”) are the owners of record of that certain property consisting of 5.1 acres located at 2001 Cunningham Drive.

(b) The Owners, by and through their authorized representative, Blake Rice, BSI, Inc., heretofore submitted to the City a development plan for a planned unit development (“PUD”) consisting of approximately 5.1 acres, to be added to the 98.8 acre PUD designated as “Thomas Drive Extension Planned Unit Development”, approved by the City Council on May 14, 2024.

(c) The developer is requesting that a 5.1-acre lot be rezoned to PUD so the lot can be added to the adjacent PUD zoning district. Cunningham Drive borders the rezoning property on the west side. The Thomason Drive Street Extension Project will connect Gateway Drive to Cunningham Drive. The new intersection at Gateway Drive and Cunningham Drive will be located on the west boundary line of the 5.1-acre rezoning property.

(d) On December 16, 2025, the Planning Commission heretofore conducted a public hearing of the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is advisable and in the interest of the City and the public interest that the proposed property described in Section 3 below should be developed as a residential planned unit development.

**Section 2. APPROVAL OF THE DEVELOPMENT PLAN.** The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18(N) of the Zoning Ordinance of the City.

**Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT.** The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from R-4 District (Medium Density Residential District) to a Planned Unit Development (PUD) on the official zoning map of the City.

A tract or parcel of land in Lee County, Alabama, being that part of Lots 11 and 12, lying South of the line of Section 14, in the subdivision of the FRISBEE TRACT OF LAND OF PEPPERELL MANUFACTURING COMPANY, shown by map or plat thereof of record in Town Plat Book 3, at Page 16, in the Office of the Judge of Probate of Lee County, Alabama.

LESS AND EXCEPT THEREFROM, the following:

The North 160 feet off that part of Lots 11 and 12 which lie South of the South line of Section 14 Township 19, Range 26 in the Frisbie Tract Subdivision of Pepperell Manufacturing Company Lands as shown by map or plat of record in Town Plat Book 3 at Page 16, in the Office of the Judge of Probate of Lee County, Alabama and being more particularly as described as follows:

BEGINNING at the intersection of the West line of said Lot 11 with said South line of Section 14, run thence South 00 degrees 17' East, along the Easterly margin of a public road, which is the Westerly margin of said Lot 11, for a distance of 160 feet; run thence North 89 degrees 43' East, and parallel with the South line of Section 14 as shown on

said map, to the Easterly margin of said subdivision; run thence North 05 degrees 52' West, along the margin of said subdivision, a distance of 160 feet +/- to the South line of said Section 14; run thence South 89 degrees 43' West, along the South line of said Section 14 to the POINT OF BEGINNING.

The above-described property, containing approximately 5.1 acres, is located at 2001 Cunningham Drive.

**Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN.** Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

**Section 5. REPEALER.** Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

**Section 6. EFFECTIVE DATE.** This Ordinance shall become effective upon its adoption, approval and publication as required by law.

**Section 7. PUBLICATION.** This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

## City of Opelika Planning Commission Report

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<b>Action Requested:</b>	Rezoning - from R-4 to PUD (Adding 5.1 acres to existing PUD zone)												
<b>Location of Property:</b>	2001 Cunningham Drive												
<b>Property Owner:</b>	Gateway Development, LLC, Cornerstone LLC, and Clark Adams Investments, LLC Barrett-Simpson, Inc. (authorized representative)												
<b>Current Zoning:</b>	R-4												
<b>Proposed Zoning:</b>	PUD (Planned Unit Development)												
<b>Existing Land Use:</b>	Undeveloped												
<b>Surrounding Zoning Districts And Land Uses:</b>	<table><tr><td>North</td><td>PUD</td><td>Undeveloped</td></tr><tr><td>South</td><td>R-4</td><td>Single family homes</td></tr><tr><td>East</td><td>PUD</td><td>Undeveloped</td></tr><tr><td>West</td><td>R-4</td><td>Residential &amp; Undeveloped</td></tr></table>	North	PUD	Undeveloped	South	R-4	Single family homes	East	PUD	Undeveloped	West	R-4	Residential & Undeveloped
North	PUD	Undeveloped											
South	R-4	Single family homes											
East	PUD	Undeveloped											
West	R-4	Residential & Undeveloped											

### **Rezoning**

At the March 2024 meeting, the Planning Commission voted to recommend City Council approval for a 98.8-acre rezoning to a PUD zoning district. The PUD is a mixed-use commercial and residential development located next to a street project that extends Thomason Drive from Gateway Drive to Cunningham Drive. At the May 21, 2024 meeting, the City Council approved the 98.8-acre Thomason Drive Extension PUD (Ord #004-24).

The developer is submitting a rezoning request to add a 5.1-acre parcel to the Thomason Drive PUD. The rezoning property fronts on Cunningham Drive (2001 Cunningham Drive). A map is on page 4 shows the 5.1 acre rezoning property and the 98.8 acre PUD.

The adjacent properties on the north and east sides are in a mixed-use land use category and owned by the PUD developer. The adjacent properties on the west and south sides of the rezoning property are in a high-density land use category. All adjacent properties on the west side of face Cunningham Drive.

The developer is requesting that a 5.1-acre lot (345 x 650 est.) be rezoned to PUD, so the lot can be added to the adjacent PUD zoning district. The existing 98.8-acre PUD was approved by City Council in May 2025. Cunningham Drive borders the rezoning property on the west side. If the 5.1-acre rezoning is approved and added to the PUD, then the 5.1-acre property will be the west border of a 102.6-acre PUD. The Thomason Drive street extension project will connect Gateway Drive to Cunningham Drive. The new intersection at Gateway Drive and Cunningham Drive will be located on the west boundary line of the 5.1-acre rezoning property.

The rezoning property will also be the west end of the Thomason Drive street project that extends Thomason Drive to Cunningham Drive. A portion of the 5.1-acre rezoning property will be dedicated to the street project.

The developer's PUD narrative includes a map of the 102.6-acre site with 13 pod locations. Also, a pod matrix table is included that has allowed commercial and/or residential land uses for each pod. The uses for each pod are based on compatibility with surrounding uses or general location. The uses listed for Pods 1 to 12 were approved when the 98.8-acre rezoning was approved. The applicant is proposing some minor changes to the previously approved pods. Pod #13 is the 5.1-acre rezoning property added to the pod list that requires Planning Commission's review and then a recommendation to the City Council. In the Master Development Plan Narrative, a matrix table for Pod 13 is provided with the proposed allowed uses for Pod 13.

The developer has proposed adding the use Package Liquor Store to the table. Allowing it in Pod 1, Pod 10, and Pod 13. There are many larger grocers and retailers that co-locate these package stores with their facilities. The matrix also changes Convenience Gas Station from not allowed in Pod 10 to allowed. This was an oversite in the original narrative.

The allowed uses selected for Pod 13 are all commercial uses and excludes residential uses. The Thomason Road and Cunningham Drive intersection will be on the west property line of Pod 13. Pod 13 is expected to serve the immediate commercial needs of the residential pods and nearby areas. The commercial uses outright allowed in pod 13 include retail stores, maximum of one auto maintenance shop, one convenience store & gas station, manufacturing inside an enclosed building no outside activities, office of contractor with no outside equipment and material, storage inside an enclosed building only, restaurant, veterinarian, and medical related uses. The narrative prohibits those uses that require outside storage, outside display of products or equipment, and prohibits business activities that are conducted outside an enclosed building. Examples of uses prohibited: auto dealerships, building material retail, car washes, contractor with material/equipment yard

If the rezoning is approved, the 5.1-acre rezoning property must also follow the design guidelines and area requirements that are approved for the 98.8-acre PUD. The area requirements include the following:

- Non-single-family properties must have a set percentage of masonry cladding
- All properties must meet or exceed the required buffers or landscaping requirements for the city.
- Design standards for commercial buildings must be followed.
- The Gateway Corridor along Thomason Drive must be protected.

The setbacks for the commercial portions of the PUD are intended to follow the standards of the Gateway Corridor -Secondary Overlay.

#### **Staff Recommendation**

Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the 5.1-acre property from C-2 to PUD and approve the allowed uses for Pod 13 as provided in the applicant's "Thomason Drive Extension, Master Development Plan Narrative, October 15, 2025" and subject to the following:

1. All building exterior materials and screening requirements shall meet Section 7.6 Gateway Corridor Overlay requirements where more stringent standards have not been proposed.
2. All utilities shall be underground.
3. Sidewalks shall be located on both sides of all public streets.
4. The development shall provide cross-access through pods where uses are similar.
5. All other previously approved conditions of the original approval.

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#### **Engineering Department Report**

Engineering has no comments regarding the proposed Rezoning approval.

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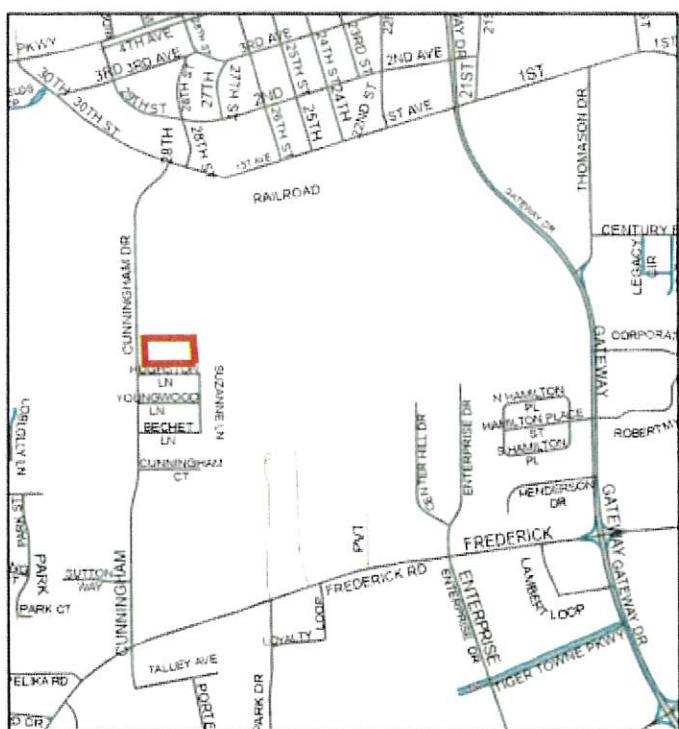
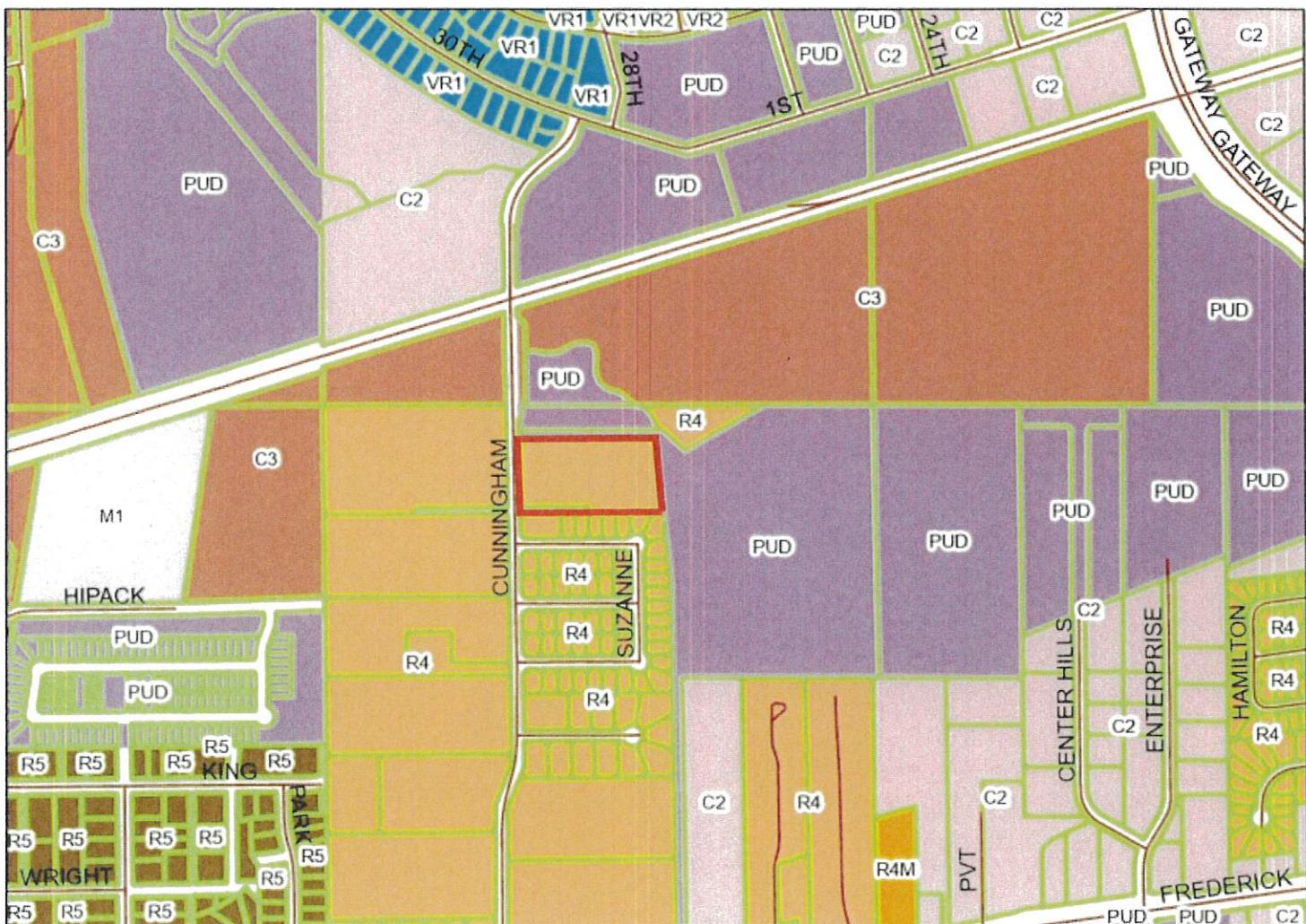
#### **Opelika Water Report**

Water is available from the east side of Gateway Dr and the west side of Cunningham Dr. The developer will be responsible for bringing water along future Thomason Dr to the point of connection needed for each development. Connections at both ends of Thomason Dr will be required.

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*At the November 18, 2025 meeting, the Planning Commission voted to send a positive recommendation to the City Council to approve the rezoning from R-4 to PUD.*

**REZONING - ADDITION to the THOMASON DRIVE EXTENSION PUD  
2001 CUNNINGHAM DRIVE  
R-4 TO PUD**

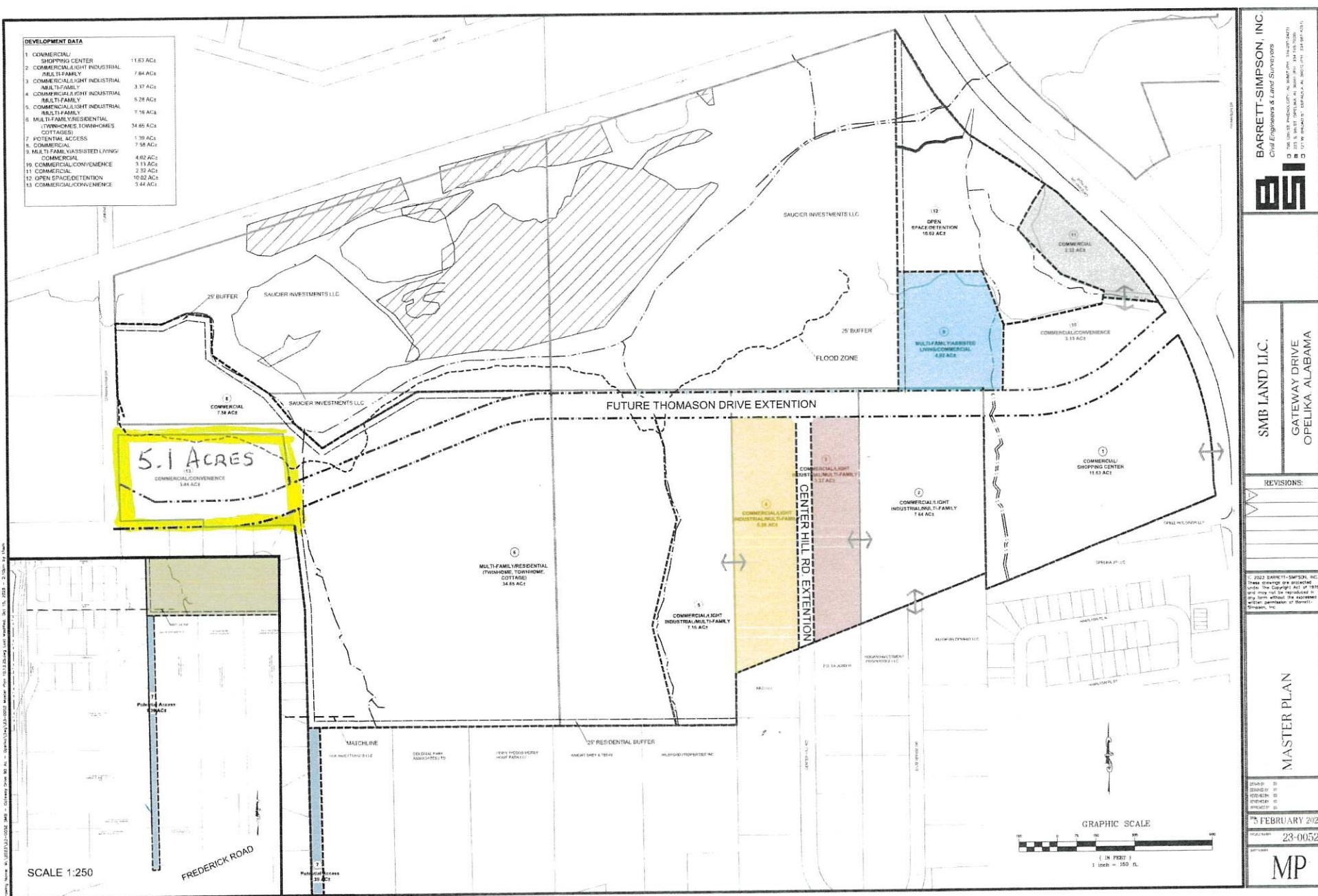


The applicant is requesting rezoning 5.1 acres to the Thomason Drive Extension PUD. The 5 acres is adjacent to the PUD on the north and east sides. If approved, the PUD will be 102 acres. This item was tabled at the Nov 18th PC meeting.



### 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



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

**AN ORDINANCE TO AMEND THE ZONING  
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA  
(CRAWFORD RESERVE PUD)**

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

**Section 1. FINDINGS.** The Council has determined and hereby finds and declares that the following facts are true and correct:

(a) David N. Rhyne and Diane M. Rhyne (the “Owners”) are the owners of record of that certain property consisting of 73.3 acres located in the 1300 block of Crawford Road.

(b) The Owners, by and through their authorized representative, David Green, heretofore submitted to the City a development plan for a planned unit development (“PUD”) consisting of approximately 73.3 acres, designated as “Crawford Reserve Planned Unit Development”.

(c) The proposed development is a residential development consisting of approximately 171 single-family home lots. The development plan shows open space areas, including an amenities area that will feature a pavilion, a dog park and two pocket parks. The proposed density is 2.33 units per acre. Access to the development is from Crawford Road.

(d) On December 16, 2025, the Planning Commission heretofore conducted a public hearing of the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is in the interest of the City and in the public interest that the proposed property described in Section 3 below should be developed as a residential planned unit development.

**Section 2. APPROVAL OF THE DEVELOPMENT PLAN.** The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18(N) of the Zoning Ordinance of the City.

**Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT.** The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from R-1 District (Rural District) to a Planned Unit Development (PUD) on the official zoning map of the City.

**PARCEL ONE**

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 19 North, Range 27 East in Lee County, Alabama, said point being the True Point of Beginning of the parcel of land herein described; thence North, 1363.4 feet; thence North 89 degrees 43 minutes East, 1605.3 feet, thence South 53 degrees 13 minutes East, 830.5 feet to the Northwesterly right-of-way line of Nottingham Drive; thence leaving said right-of-way line, South 53 degrees 13 minutes East, 60.0 feet to the Southeasterly right-of-way line of Nottingham Drive: thence leaving said right-of-way line South 53 degrees 13 minutes East, 426.4 feet; thence South 0 degrees 32 minutes West, 601.4 feet; thence North 89 degrees 38 minutes West, 2654.5 feet to the True Point of Beginning, containing 74.63 acres, more or less, and being the same property described and conveyed in warranty deed dated November 10, 1980 from Lawler-Chappell Development Company, Inc. to Richard A. Massey which appears of record in Deed Book 1103 at Page 89 in the Office of the Judge of Probate of Lee County, Alabama.

LESS AND EXCEPT the following described property:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 19 North, Range 27 East in Opelika, Lee County,

Alabama; thence North, 1303.4 feet to the True Point of Beginning of the parcel of land herein described: thence continue north 60.0 feet; thence North 89 degrees 43 minutes West 1500.7 feet; thence South 33 degrees 20 minutes West, 1461.1 feet to the true point of beginning, containing 2.039 acres more or less.

Also, LESS AN EXCEPT THE FOLLOWING DESCRIBRED PROPERTY:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 19 North, Range 27 East, in Lee County, Alabama. Thence run North for 1,305.3 feet to a point; thence run North 89 degrees 43 minutes East for 1,461.1 feet to a point; thence run North 33 degrees 20 minutes East for 286.8 feet to a point on the Southwesterly right-of-way margin of Alabama Highway number 169; thence run along said Southwesterly right-of-way margin South 53 degrees 13 minutes East for 191.5 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and conveyed; thence continue to run LONG SAID RIGHT-OF-WAY MARGIN OF SAID HIGHWAY South 53 degrees 13 minutes East for 93.3 feet to a point; thence leaving said right-of-way margin run South 87 degrees 59 minutes West for 119.7 feet to a point; thence run North 36 degrees 47 minutes East for 75.0 feet to the aforesaid True Point Of Beginning, containing .803 acres, more or less, and being the same property described in warranty deed dated November 12, 1986 from Richard A. Massey and Mary J. Massey to Robert Cooper and Leona Cooper which appears if record in Deed Book 1267 at Page 283 in the Office of the Judge of probate of Lee County, Alabama.

### **PARCEL TWO**

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, thence North, 1363.4 feet; thence North 89 degrees 43 minutes East, 1500.7 feet to the True Point of Beginning of the parcel of land herein described: thence North 33 degrees 20 minutes East, 214.8 feet to the Southwesterly right-of-way line of Alabama Highway Number 169: thence South 53 degrees 13 minutes East, along said right-of-way line, 284.8 feet: thence leaving said right-of-way line, South 87 degrees 59 minutes West, 239.4 feet: thence South 89 degrees 43 minutes West, 106.9 feet to the True Point of Beginning, containing 0.710 acre, more or less, and being the same property described in warranty deed dated March 19, 1981 from John Herbert Orr and Lois D. Orr to Richard A. Massey which appears of record in Deed Book 1103 at Page 624 in the Office of the Judge of Probate of Lee County, Alabama, and in Deed Releasing Restriction dated December 20, 1985 from William Herbert Orr and Doyce B. Beard, as Executor under the Last Will and Testament of John Herbert Orr, deceased, to Richard A. Massey which appears of record in Deed Book 1223 at Page 596 in said Probate Office.

### **PARCEL THREE**

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 19 North, Range 27 East, in Lee County, Alabama, thence run North for 1,305.3 feet to a point; thence run North 89 degrees, 43 minutes East for 1,461.1 feet to a point; thence run North 33 degrees 20 minutes East for 286.8 feet to a point on the Southwesterly right-of-way margin of Alabama Highway Number 169; thence run along said Southwesterly right-of-way margin of said highway South 53 degrees 13 minutes East for 191.5 feet to a point; thence leaving said right-of-way margin run south 36 degrees 47 minutes West for 75.0 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and conveyed; thence continue to run South 36 degrees 47 minutes West for 75.0 feet to a point; thence run North 53 degrees 13 minutes West for 93.3 feet to a point; thence run North 87 degrees 59 minutes East for 119.7 feet to the aforesaid True Point of Beginning, containing .0803 acre, more or less, and being the same property described in warranty deed dated November 12, 1986 from Robert Cooper and Leona Cooper to Richard A. Massey which appears of record in Deed Book 1267 at Page 286 in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property, containing approximately 73.3 acres, is located in the 1300 block of Crawford Road.

**Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN.** Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

**Section 5. REPEALER.** Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

**Section 6. EFFECTIVE DATE.** This Ordinance shall become effective upon its adoption, approval and publication as required by law.

**Section 7. PUBLICATION.** This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

## City of Opelika Planning Commission Report

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<b>Action Requested:</b>	Rezoning, 73.3 acres from R-1 to PUD		
<b>Location of Property:</b>	1300 block Crawford Road		
<b>Property Owner(s):</b>	David N. Rhyne David Green, authorized representative		
<b>Current Zoning:</b>	R-1		
<b>Proposed Zoning:</b>	PUD		
<b>Existing Land Use:</b>	Undeveloped		
<b>Surrounding Zoning Districts And Land Uses:</b>	North	R-1	Single family homes
	South	M-1	Undeveloped
	East	M-1	Undeveloped (& former BF Goodrich Tire plant)
	West	R-1	Undeveloped

### **Rezoning**

At the August 26<sup>th</sup> meeting, the Planning Commission (PC) voted to table this 73.3-acre rezoning request on Crawford Road from R-1 to PUD. The following concerns from adjacent or nearby property owners were shared at the August PC meeting: (1) a new subdivision would cause more traffic and accidents; the speed of the traffic is excessive [on Crawford Road], the current highway is dangerous, improvements such as turn lanes and speed reduction measures need to be required (2) the subdivision does not share the character and quality of the existing homes (3) the size of the proposed lots and houses are not keeping with the surrounding neighborhood. The applicant said ALDOT will provide street standards that the developer must meet if the rezoning is approved. The Planning Commission considered several factors in making a decision on the rezoning request; the commission voted 5 to 0 to table the rezoning request.

For the December 16<sup>th</sup> PC meeting, a revised master plan of the 73.3-acre was submitted. The revised plan includes the two entrance streets from Crawford Road as the August plan; the revised plan also adds turn lanes. The developer had a traffic study prepared and the turn lanes shown on the site plan were recommended in the study. The traffic study adds a right turn lane on Crawford Road for both entrances, and a left turn lane was added at the northern entrance. The study did not add a left turn lane on the south entrance. The developer mailed the traffic study to ALDOT for their review. At this time, ALDOT has not provided their approval of traffic study plan or any revisions to plan. The turn lanes will assist with traffic concerns on Crawford Road and reduce the chance of accidents.

The revised master plan shows no stub-out streets extending to future streets in adjacent properties as the August plan. The stub-outs provide opportunities for future connectivity with other streets to improve access to adjacent parcels. Stub-out streets were not included in the August site plan.

Below is a comparison of the August PC master plan and the revised December PC master plan. Both master plans have two minimum lot widths and two lot sizes.

	<u>August PC</u>	<u>December PC</u>
Total Number of Lots	223	171 (115 - 60' lots and 56 - 70' lots)
Minimum lot widths	50' & 60'	60' & 70'
Minimum lot sizes (sf)	5,750 & 6,900	6,000 & 8,000 sf
Density per acre	3.04 du/ac	2.33 du/ac (dwelling units per acre)

The total number of lots decreased from 223 lots to 171 lots (23% decrease). The lots are wider and larger. All lots increased 10 feet in width. The minimum lot sizes increased at least 350 square feet for the 60' wide lots and at least 1,100 square feet for the 70' lots.

From the parcel area table, the lot sizes of the 115 lots with a minimum lot width of 60' range from 6,646 sf (Lot 107) to 41,465 sf (Lot 72). The 60' lot widths are like the R-4 and R-5 zoning district; R-4 and R-5 zones are high-density residential districts (R-4 and R-5 zones are minimum 60' wide and minimum 7,500 sf lot sizes. R-4 density is a maximum 9 du/ac. R-5 density is a maximum 16 du/ac.)

The square footage of the 56 lots with a minimum 70' lot width range from 10,000 sf (lots 23 & 24) to 21,552 sf (lot 171). The minimum 70' lot widths are similar to the R-3 zoning district. The R-3 zone is a medium density zoning district allowing a maximum 3.5 du/ac. The R-3 zoning district's minimum lot width is 70' and minimum lot size is 10,000 sf lot size; R-3 density is maximum 3.5 dwellings per acre. The overall density of the December master plan at 2.3 dwellings per acre is slightly lower than the R-2 zone district density at 2.5 du/ac.

The minimum setbacks for all lots are:

Front: 25 feet  
Rear: 20 feet  
Sides: 5 feet  
Side on Street: 20 feet

The August master plan has a total of 17.3 acres of detention pond, streams, and open space area. The December master plan has about 14.4 acres. On the north side near Crawford Road, the December plan has a 25-buffer adjacent along the rear lot lines of Lots 160 to 171; these lots are adjacent to existing residential homes that front on Crawford Road.

A power line easement runs along the south and east perimeter property lines of the rezoning property providing a 20' to 30' buffer between the development and adjacent properties. The adjacent

properties on the north, south, and west sides are zoned R-1 (rural) and undeveloped. Along the west property line, the 5.6-acre open space lot is primarily a retention area. The single-family lots proposed along the west property line are at least 90 feet from the adjacent properties located in a R-1 zone.

The August master plan shows 5 open space areas that range from 9,940 sf to 6.3 acres. Four of the nine lots are a 1.4-acre playground-pavilion-open space area, a 12,000-sf dog park, and two 20,300 landscaped pocket parks. On the December plan along the perimeter lot line that encircles the 73.3-acres, a minimum 15-foot undisturbed buffer is preserved along the rear property line. Open space areas are next to the perimeter lot line on the west side providing a 30 foot to 200 foot wide buffer between the adjacent residential lot and the perimeter lot line.

An HOA (Homeowner's Association) will be established to provide property maintenance of all common areas and amenities. Also, covenants and restrictions for the rezoning property will be prepared so the HOA can administer architectural guidelines, building regulations, and use restrictions for the PUD district.

Two subdivisions are less than one mile of the rezoning property that have similar lot sizes as the rezoning property. The Waterford PUD subdivision with about 280 single-family lots is a mixed residential PUD development with lots that range in size from 40 feet wide & 4,500 sf lot size, 60' wide & 6,400 sf. lot size, and 50' wide & 7,000 sf. The Fieldstone subdivision accessed from South Uniroyal Road has about 115 single family lots and 50 townhome lots. The Fieldstone single-family home lots range from 6,000 to 15,000 sf with 50' to 60' lot widths. The PUD rezoning property is compatible with these two existing higher density subdivisions that are less than a mile from the rezoning property.

## **Staff Recommendation**

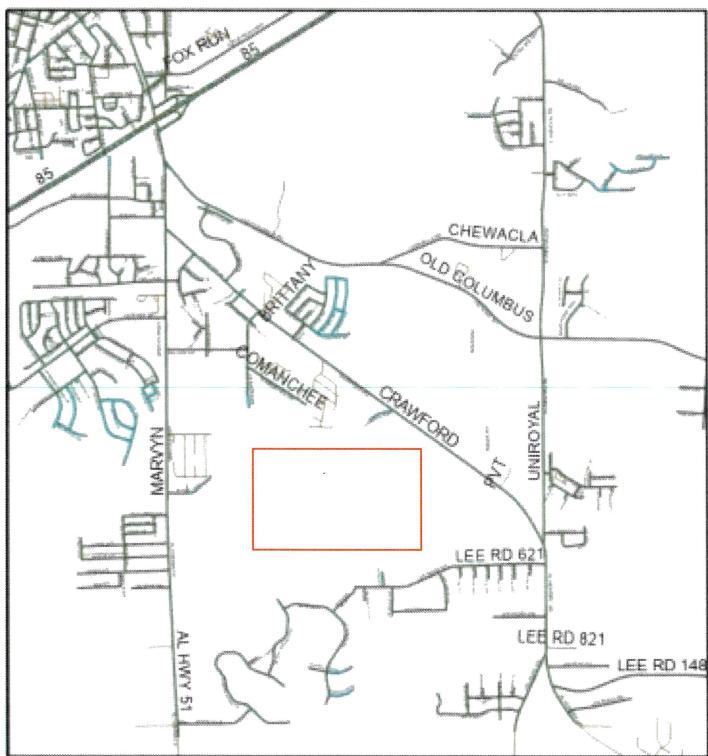
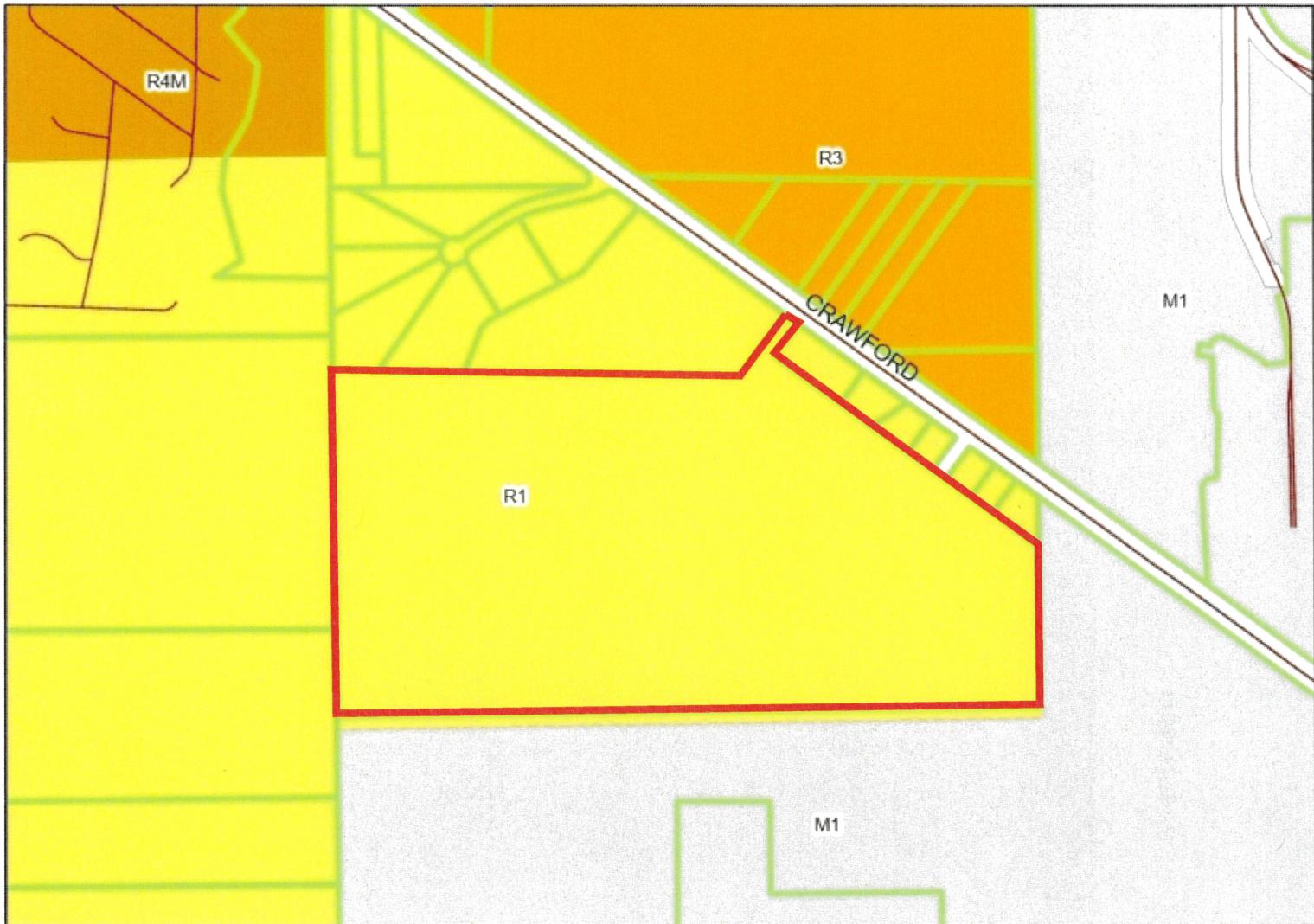
**Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from R-1 to PUD subject to the following:**

1. Sidewalks are required on both sides of the street. Sidewalks shall be 5 feet wide.
2. All utilities shall be located underground.
3. Provide a minimum of one tree per yard for single-family lots. Corner lots provide a tree for each street. Trees may be planted in the adjacent right-of-way with city staff approval.
4. All attached single family homes shall meet the Gateway Corridor cladding requirements.
5. Vinyl or aluminum siding shall not be the primary cladding material for single-family homes.
6. Buffers shall be undisturbed unless an alternate plan is approved. The undisturbed buffers shall be supplemented in any areas where the buffer does not provide a near full screen.
7. Provide future stub-out streets to the south and west.
8. Approval of both access streets connecting to Crawford Road by ALDOT shall be required prior to approval of any construction plans. If the access streets shown cannot be provided the PUD will be required to come back through the PUD process for approval of an alternate plan.

9. ALDOT's approval of the developer's traffic study with turn lanes or ALDOT's improvements to address traffic concerns.

*At the December 18<sup>th</sup> meeting, the Planning Commission voted 8 to 0 to send a positive recommendation to the City Council to rezone the 73.3 acres from R-1 to a PUD zoning district.*

**CRAWFORD RESERVE REZONING  
1300 CRAWFORD ROAD  
R-1 to PUD**

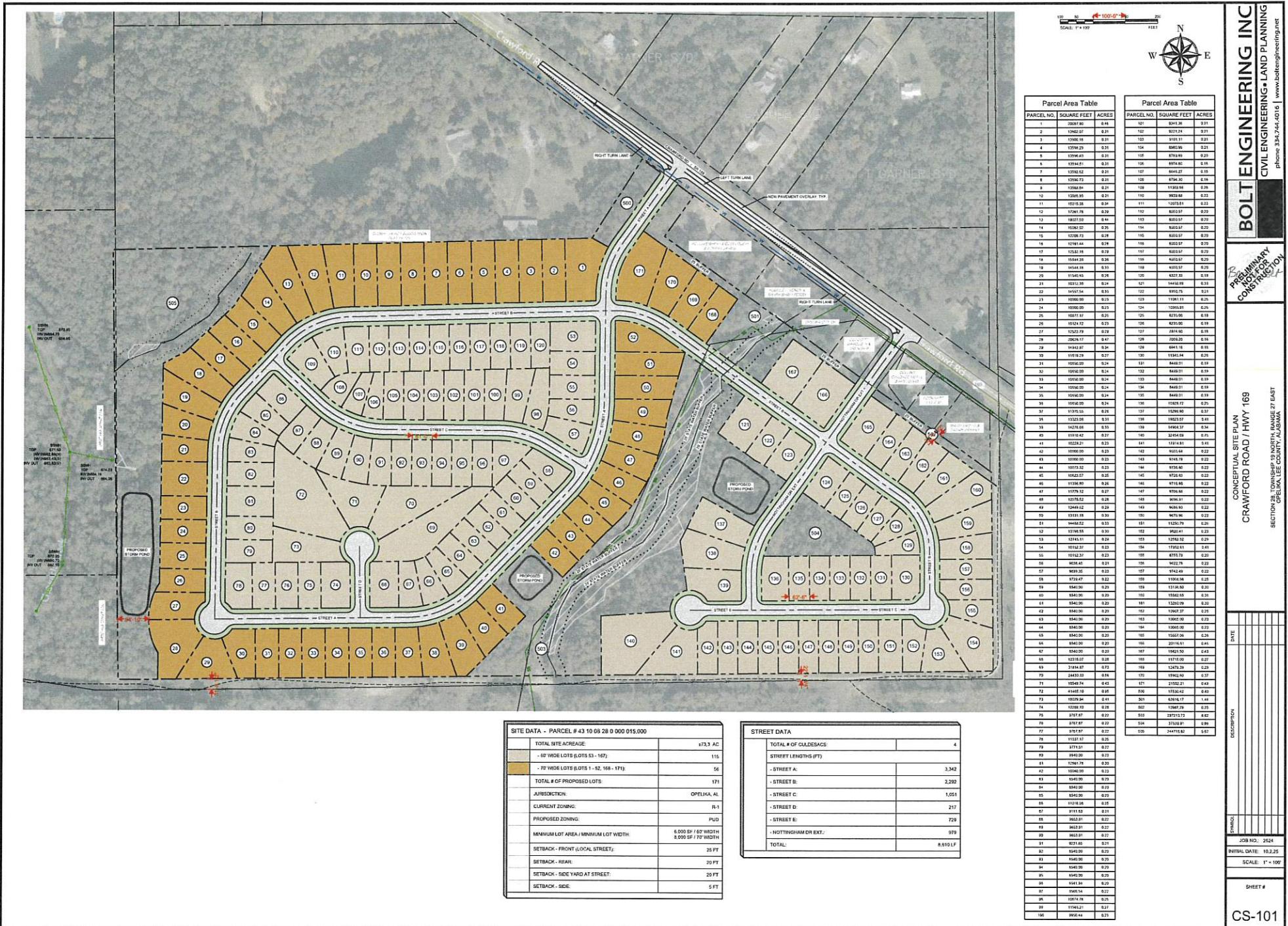


The applicant is requesting rezoning 73.3 acres on Crawford Road from R-1 to PUD for 171 single family home lots ranging from 6,000 to 8,000 square feet. In comparison, the August submittal had 223 single family lots ranging from 5,750 sf to 6,900 sf.



**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



SITE DATA - PARCEL #43 10 08 28 0 000 015.000	
TOTAL SITE ACREAGE	173.3 AC
- 60' WIDE LOTS (LOTS 53 - 167)	115
- 70' WIDE LOTS (LOTS 1 - 52, 168 - 171)	56
TOTAL # OF PROPOSED LOTS:	171
JURISDICTION:	OPELIKA, AL
CURRENT ZONING:	R-1
PROPOSED ZONING:	PUD
MINIMUM LOT AREA / MINIMUM LOT WIDTH:	8,000 SF / 60' WIDTH 8,000 SF / 70' WIDTH
SETBACK - FRONT (LOCAL STREET):	25 FT
SETBACK - REAR:	20 FT
SETBACK - SIDE YARD AT STREET:	20 FT
SETBACK - SIDE:	5 FT

STREET DATA	
TOTAL # OF CULDESACS:	4
STREET LENGTHS (FT):	
- STREET A:	3,342
- STREET B:	2,292
- STREET C:	1,051
- STREET D:	217
- STREET E:	729
- NOTTINGHAM DR EXT.:	979
TOTAL:	8,810 LF

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

**ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY  
LOCATED AT LOT 20 OF HIDDEN LAKES SUBDIVISION,  
PHASE 4C, FROM STONE MARTIN BUILDERS, LLC**

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

**Section 1.** The Council upon evidence presented to and considered by it has found and determined and does hereby find, determine and declare as follows:

(a) The Council has determined that it is desirable and in the best interest of the City to acquire that certain real property located at Lot 20 of Hidden Lakes Subdivision, Phase 4C, in the City of Opelika, Alabama (the "Property"), which is legally described as follows:

Lot 20 of Hidden Lakes Subdivision, Phase 4C as shown by map or plat of record in Plat Book 53 at Page 27, in the Office of the Judge of Probate of Lee County, Alabama containing 128,813 square feet, more or less (2.96 acres).

(b) The Council has determined that a public purpose exists for the City to purchase the Property.

(c) The public purpose for purchasing the Property is for future expansion of the Sportsplex Facilities.

(d) The purchase price for the Property is \$104,831.36, a price commensurate with the market value of the Property.

(e) A Lot Purchase Agreement (the "Agreement") has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said Agreement.

**Section 2.** The City is hereby authorized to purchase and acquire the Property described in Section 1 from Stone Martin Builders, LLC for the price of \$104,831.36.

**Section 3.** The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a Lot Purchase Agreement between the City and Stone Martin Builders, LLC, and the City Clerk is hereby authorized and directed to affix the seal of the City to said Agreement and to attest the same. Said agreement shall be substantially in the form attached as Exhibit "A" to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

**Section 4.** The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the purchase of the Property including execution of any and all closing documents, settlement statements and certificates as such officers may deem necessary or advisable.

**Section 5.** The purchase price as specified in the Lot Purchase Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Lot Purchase Agreement.

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

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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CITY CLERK

TRANSMITTED TO MAYOR this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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CITY CLERK

**ACTION BY MAYOR**

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

## LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the date the last Party signs this Agreement (the "Effective Date") by and between **STONE MARTIN BUILDERS, LLC** ("Seller") and **THE CITY OF OPELIKA, ALABAMA** ("Purchaser"). Purchaser and Seller are sometimes referred to herein each as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the State of Alabama, County of Lee (the "County") consisting of the +/- 2.96 acre parcel of land designated as Lot "20" on the preliminary plat attached as Exhibit A to this Agreement (the "Property"), together with all appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest of the Seller in the Property.
2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED THIRTY-ONE AND 36/100 DOLLARS (\$104,831.36)**, which Purchase Price shall be due and payable by Purchaser in cash or by other immediately available funds at the Closing (as defined below).
3. Recording of Final Plat. Seller shall, at its sole cost and expense, cause a final plat to be recorded with the County (the "Final Plat"). The Final Plat must include the Property described in Section 1 and shall be consistent with the preliminary plat attached hereto as Exhibit A.
4. License to Enter Property. Seller hereby authorizes Purchaser and each of its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "Purchaser's Representatives") to enter the Property and to obtain and perform such tests, studies, surveys and maps as Purchaser deems necessary or desirable including, without limitation, site evaluations and percolation, soil, hazardous waste, environmental, and geological tests and studies.
5. Title. Prior to Closing, Purchaser shall have the right to obtain a current abstract of title and/or a commitment to issue title insurance with respect to the Property (the "Title Commitment"). Within five (5) business days following the date any Title Commitment is provided to Purchaser, Purchaser will notify Seller in writing of any liens, incumbrances and other exceptions to title, if any, which are set forth on the Title Commitment or any update thereto (the "Listed Exceptions") that Purchaser requires be satisfied, removed and/or insured over at or prior to the Closing (each a "Title Objection"). Purchaser and Seller agree to work together, and use commercially reasonable efforts, to cause the title insurance company to remove or commit to insure against (at no additional cost to Purchaser) each Title Objection. In the event that any Title Objection is not removed or insured against (at no additional cost to Purchaser) at or prior to the Closing, Purchaser may, at its sole option: (a) proceed with the Closing and otherwise purchase the Property, subject to such Title Objection, in accordance with this Agreement; or (b) terminate this Agreement, in which case neither Party shall have any further rights or obligations under this Agreement. Unless this Agreement is terminated prior to the Closing and except as otherwise expressly permitted or required by this Agreement, Seller agrees that it will not cause or permit any change in the title, or status of the title, to the Property.

6. Closing Information.

(a) Closing; Location. The Parties acknowledge and agree that the purchase and sale of the Property hereunder shall occur at a closing (the "Closing") to take place at the offices of Benjamin H. Parr, PC located at 830 Ave A Suite A, Opelika, Alabama 36801, or at such other location, and/or by such other means, as the Parties may hereafter agree to in writing.

(b) Closing Date; Schedule. The date of the Closing shall be not later than thirty (30) days following Seller's recording of the Final Plat. Without limiting the foregoing, Seller shall promptly notify Purchaser of the date upon which the Final Plat is recorded, and the Parties shall thereafter agree on the specific date (within the applicable 30-day window) on which the Closing shall occur.

(c) Warranty Deed. Seller shall transfer the Property to Purchaser by statutory warranty deed prepared by the closing attorney in a form mutually acceptable to the Parties (the "Deed"), pursuant to which Seller shall convey to Purchaser good and merchantable, indefeasible fee simple title in and to the Property and shall appoint Purchaser as Seller's surrogate to all rights and actions of Seller arising in connection with the Property (including, without limitation, with respect to any former owner(s) of the Property).

(d) Taxes; Utilities; Other Fees and Expenses. Ad valorem taxes and utilities, if any, shall be prorated as of Closing. Any assessments whether due or not, levied against the Property shall be paid in full by Seller at or prior to the Closing. Seller shall pay the cost of preparing the Deed, and Purchaser shall pay the cost of recording the Deed. At Closing, Seller shall pay, by deduction from the Purchase Price, any and all expenses herein provided to be paid by Seller. Notwithstanding anything to the contrary herein, Purchaser and Seller shall each bear its own attorneys' fees. All other costs of the Closing shall be allocated evenly between the Parties.

(e) Seller Closing Deliverables. At Closing, Seller shall deliver the following to Purchaser:

(i) the Deed, duly executed by Seller and each other party necessary to convey the Property to Purchaser;

(ii) evidence that any assessments, bonds, and monetary liens against, or otherwise secured by, the Property and/or the Final Plat have been paid, satisfied, and released in full;

(iii) an affidavit in a form reasonably acceptable to Purchaser confirming that Seller is not a foreign person for purposes of withholding federal income tax; and

(iv) such other affidavits of title, lien and possession as may be reasonably required by Purchaser or Purchaser's title insurance company.

7. Brokers; Commissions. Each Party represents and warrants to the other that no broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "Broker") has been engaged by or on behalf of such Party in connection with the Property, this Agreement or the transactions contemplated hereby, and each such Party hereby agrees to indemnify and hold the other harmless from and against any claim for commission, fees or other compensation or reimbursement for expenses made by any Broker that was, or claims to have been, engaged by or on behalf of such Party.

8. Survival. Notwithstanding anything to the contrary herein, the provisions of this Section, Section 7, Section 9, and other provision of this Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period necessary in order to give proper effect to its intent and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

9. Miscellaneous Provisions.

(a) No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by both of Seller and Purchaser.

(b) Assignment. This Agreement may be assigned by Purchaser to any person or entity of its choosing. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under or relating to this Agreement (each, a "Notice") shall be in writing and addressed to the other Party at the address for such Party set forth on the signature page to this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this subsection. Each Notice shall be delivered via USPS or overnight delivery.

(d) Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

(e) Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(f) Attorney's Fees. The prevailing Party in any final, non-appealable judgment rendered in connection with any legal suit, action, or proceeding to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement) is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama without giving effect to the conflict of laws provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**PURCHASER:**

**THE CITY OF OPELIKA, ALABAMA**

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

Name: Eddie Smith

Title: Mayor

Date: \_\_\_\_\_

**SELLER:**

**STONE MARTIN BUILDERS, LLC**

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

Name: Nick Howard

Title: Chief Financial Officer

Date: \_\_\_\_\_

Address for Notices to Seller:

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Attn: \_\_\_\_\_

Signature Page to Lot Purchase Agreement

**EXHIBIT A**  
**PRELIMINARY PLAT DEPICTING THE PROPERTY**

(attached)



#### LAKE CONDY

A Revision of Parcel 5 of  
Survey For The Mrs. Annie E. Varner Estate &  
Lots 40 - 47 of Hidden Lakes West 40  
Being A Part of Sections 4 & 5,  
Township 19 North, Range 27 East,  
Opelika, Lee County, Alabama

#### NOTE

1. Survey North & South based upon MAPS State Plane Coordinates, Alabama East Zone, US FORT, RTK-GPS using the ALDOT CORS as reference.

2. Survey North & South Survey.

3. Survey of the property, including the Surveyor's Office, Page 120, Private Office, Lee County, Alabama.  
*Address: 1000 Lakes West Rd, Ft. Payne, AL 35967, Private Office, Lee County, Alabama.*

4. According to the FEMA FGIP (Flood Insurance Policy Map) (FGIP), Map No. 020810000001, effective January 17, 2025, the subject property is located in the 100-year flood zone.

5. Any common areas shown on this plat shall be maintained by the Homeowners Association as stipulated established with this plat.

6. No assessment is shown to be paid to the City of DeKalb and/or any city/township serving the City of DeKalb for the purpose of water and/or sewer services. The property is not connected to the City of DeKalb water and/or sewer system. Total assessment with the City of DeKalb is \$10,000.00.

7. There is a 100 (100) foot utility and drainage easement along the right-of-way of such lot.

8. The survey was conducted without the benefit of an attorney's opinion or title company. The surveyor's search of public records is limited to those matters affecting the boundary of the subject property only. There are no matters of record, such as easements, restrictions, right-of-ways, etc. that affect the title to the subject property which are not known to the surveyor and not disclosed by the survey.

9. There was no attempt in the field to determine the existence or the extent of possible encroachments beneath the surface.

10. The drawing record(s) of any alterations or changes are made by others.

11. The drawing may not be altered or used without permission from B&J Engineering Surveying, Inc.

12. Development Data.

13. Surveyor's Office, Page 120  
Area of Largest Lot: 140' x 26'-00" Acres (118,813 Sq. Ft.)  
Area of Smallest Lot: 140' x 20'-00" Acres (112,813 Sq. Ft.)  
Area of Total Lot: 140' x 20'-00" Acres (112,813 Sq. Ft.)

14. Deed(s) or abstracts shall not be permitted after from Lots 1, 17, and 40-A to Lake County Road.

15. The property of the subject is to be submitted to the State of Georgia, the City, Annex, or the County for use of single family houses, review the location of the rear lot lines of Lots 1, 17, and the west end of lot 40-A *Address: 1000 Lakes West Rd.*

16. All lots in the subdivision shall be subject to, held and shall be held, constructed, maintained and encumbered, used, occupied and enjoyed by the owner(s) of the lots, and shall be subject to the rules and regulations by express written in the Office of the Judge of Probate of Lee County, Alabama or Code 2009, Page 933, as amended.

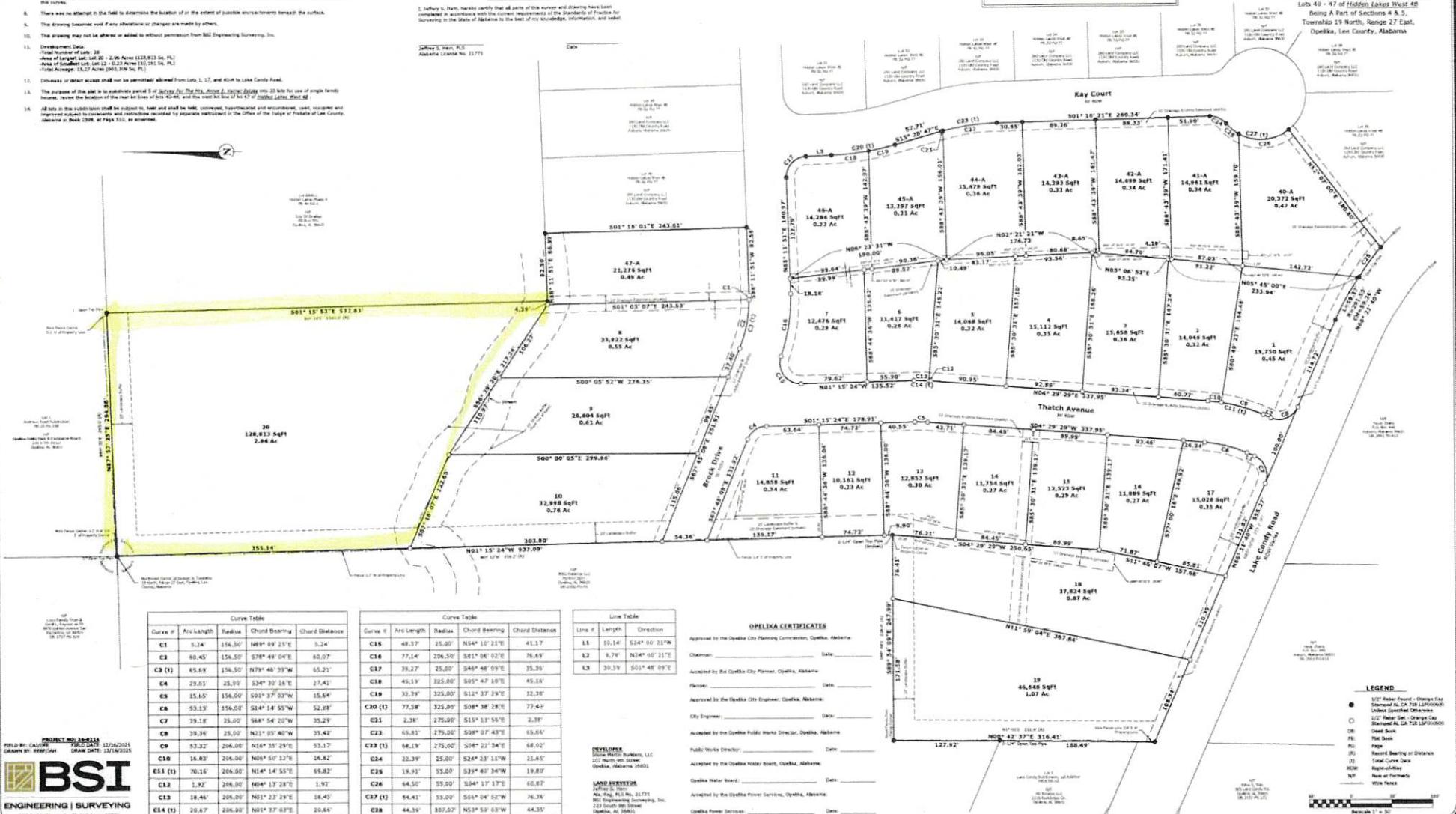
## DEDICATION

### The State of Alaska

We, Stone Martin Builders, LLC, an Alberta limited liability company, as owners of the real property shown on this plan, hereby join in the statement of Jeffrey S. Hain and certify that it is our purpose to subdivide lands as platted into lots as shown.

#### ACKNOWLEDGEMENT

I, Mark Hanmer, a Notary Public, in and for said County in said State, hereby certify that Rich Hanmer, whose name is Chief Financial Officer of Systech Metal Builders, LLC, is signed to the foregoing instrument and who is known to me, acknowledge and declare me on this day, that, being informed of the contents of this instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date.



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

**AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM  
ON THE CONSIDERATION OF BUILDING PERMITS AND  
SUBDIVISION APPLICATIONS FOR RESIDENTIAL AND MULTIPLE OCCUPANCY  
PROJECTS IN THE CITY OF OPELIKA TO PROTECT THE HEALTH,  
SAFETY AND GENERAL WELFARE OF ITS CITIZENS**

**WHEREAS**, the City Council of the City of Opelika, Alabama, (the "City Council") and the Opelika Planning Commission (the "Planning Commission") have adopted certain regulations, ordinances, codes, policies and procedures which regulate the subdivision of land and the development and approval of various types of residential projects and developments; and

**WHEREAS**, there has been rapid, sustained and substantial growth in residential housing units in and around the City of Opelika (the "City"); and

**WHEREAS**, the City Council recognizes, and hereby finds, that the rapid, sustained and substantial growth in the construction of residential subdivisions, condominiums, apartment buildings, townhomes and multi-dwelling units has increased, and will continue to increase, the burdens of the City to provide municipal services (i.e. water, sewer, power and communications), first responder services, public infrastructure, transportation, parks, recreation and other governmental services beyond what was anticipated by the City; and

**WHEREAS**, the City Council desires to address certain challenges created by the growth with a strategic and deliberate focus on orderly land development in the City limits; and

**WHEREAS**, the City Council hereby finds that the quality of life for the community, and the health, safety and general welfare of the community will suffer if changes are not made to the City's regulations, codes, ordinances, policies and procedures pertaining to certain types of residential developments; and

**WHEREAS**, the City Council has determined that a temporary moratorium on consideration of building permits and subdivision applications for residential subdivisions and multi-dwelling projects will allow the City's staff, the City Council, the Planning Commission; other City Departments to evaluate, recommend and approve the changes that are needed to address the identified challenges; and

**WHEREAS**, the City Council has determined that the short-term moratorium on consideration of new subdivisions and multi-dwelling units is appropriate to prevent conditions that may threaten the City's health, safety and general welfare; and

**WHEREAS**, the suspension of limited duration and limited scope would be in the public interest and promote orderly land development, permit infrastructure planning and development departments to respond to development pressures and promote the general health and welfare of the citizens of the city.

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

**Section 1. Recitals:** That the City Council hereby adopts the findings in the above recitals.

**Section 2. Definitions:** For the purposes of this Article, the following words and phrases shall have the following meanings:

- (a) "**Building Official**" means the chief building inspector of the Building Inspection Division or his or her designee.
- (b) "**City**" means the City of Opelika, Alabama.

(c) **“Moratorium”** means a temporary prohibition on the issuance of building permits or approvals for the construction, renovation or expansion of residential subdivisions and multi-family dwellings.

(d) **“Multi-Dwelling Unit Building”** means any building or structure comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, duplexes, townhomes, mobile homes and attached residences. For the purposes of this ordinance, multiple detached single-family units, semi-detached (duplex) dwelling units, and attached dwelling units on the same lot or parcel shall be considered an apartment use.

(e) **“Multi-Use Property”** means any single and distinct parcel of land that maintains two or more major uses; including, but not limited to:

- (1) A property which contains a commercial, residential or industrial use or Public Service Facility having boilers, incinerators, elevators, escalators, automatic garage doors, air conditioners, laundry rooms, utility provisions, health and recreational facilities or other similar devices, systems or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels for another use on the same distinct parcel of land; or
- (2) A building which maintains both commercial (typically on the ground or uppermost floor) and residential uses.

(f) **“Structure”** means anything constructed or erected with a fixed location on or in the ground or attached to something having a fixed location on or in the ground. The word shall include but not be limited to buildings, manufactured homes, walls, fences, billboards, poster panels, swimming pools, posts and poles, including basketball posts.

**Section 3. Imposition of Moratorium:** A moratorium is hereby imposed on the issuance of any approvals for residential development. This shall include any of the following unless specifically exempted by Section 5 of this ordinance:

- (a) Residential developments that contain one or more new multi-dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, duplexes, townhomes, new mobile home permits and attached residences;
- (b) Any new multi-use property within the corporate limits of the City of Opelika that contains residential units including those described in subsection (a) of this section;
- (c) Preliminary or Administrative subdivision plats that create five (5) or more residential lots or dwelling units;
- (d) Conditional use approvals for any multi-dwelling units or multi-use property with any residential units;
- (e) Planned Unit Developments, Planned Residential Developments, or similar planned developments that contain any new multi-dwelling units, residential units, or multi-use property with any residential units;
- (f) Rezoning applications that would either create new residential zoning area or increase the dwelling density of residentially zoned property, whether through traditional zoning, overlay zoning, or through Planned Unit Developments or mixed use districts. This shall not prevent the rezoning of property to C-2, C-3, or I-1. However, any rezoning of properties to commercial or institutional zones shall not be considered an entitlement for residential development or an exemption as described in Section 5 of this ordinance.

**Section 4. Duration of Moratorium:** This moratorium shall take effect on May 1, 2026, and shall remain in effect until April 30, 2027, unless extended, modified or repealed by the City Council. The moratorium may be extended for additional periods upon a majority vote of the City Council.

**Section 5. Exemptions:** The following shall be exempt from the moratorium imposed by this Ordinance:

- (a) Projects where a building permit application along with building plans have been submitted for review to the Building Official prior to the effective date of this ordinance; provided that the plans, as approved, shall not be changed to substantially alter the appearance, size or shape of the building.
- (b) Essential repairs or maintenance to existing multi-dwelling units provided such work does not significantly change the exterior appearance, size or shape of the building.
- (c) Applications for residential development that received conditional use approval prior to the effective date of this ordinance and where the approval is binding and has not expired.
- (d) Applications for final subdivision plat approval where the preliminary plat approval was granted prior to the effective date of this ordinance and is still valid and binding.
- (e) Application for developments that are located outside of the corporate limits of the City of Opelika and are not seeking annexation.
- (f) Developments that have a valid and binding development agreement with the City of Opelika provided that the terms of the agreement are being met.
- (g) The replacement of a manufactured or mobile home on an existing lot within an approved mobile home park or subdivision.
- (h) Applications for site plan approval or subdivision that are in conformance with a valid master development plan approved through a Planned Unit Development (PUD) or similar process approved prior to the effective date of this ordinance and is still valid and binding.

**Section 6. Study and Review:** During the term of the moratorium imposed by this Ordinance, the Planning Commission shall, in conjunction with City Staff and other relevant departments:

- (a) Conduct a comprehensive study of the potential impacts of multi-dwelling units on municipal services (i.e. water, sewer, power and communications), first responder services, public infrastructure, transportation, traffic impacts, increased school enrollment, parks, recreation and other governmental services.
- (b) Review existing zoning, design guidelines and building regulations related to multi-dwelling units.
- (c) Engage in public outreach to solicit input from residents, business owners and stakeholders on potential regulations.
- (d) Provide a report to the City Council with recommendations for amendments to the Zoning Ordinance and/or building regulations related to the City's overall zoning plan for development of residential subdivisions, mobile homes and multi-dwelling units.

**Section 7. Severability:** If any section, clause, sentence or phrase of this section is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this article.

**Section 8. Conflicting Ordinances:** All ordinances or parts thereof which are in conflict with the provisions of this Ordinance are hereby repealed in their entirety to the extent of such conflict, except to the extent that this Ordinance provides for temporary and limited suspension of approvals.

**Section 9. Publication:** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK