CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA

300 Martin Luther King Blvd.

November 17, 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. Laura Eason from East Alabama Medical Center.

4. PLEDGE OF ALLEGIANCE
    1. Michael Lopez Vasquez and Caira King from Carver Primary School.

5. ADOPTION OF THE AGENDA
    1. Motion to Adopt the CM Agenda for 11-17-26.

6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
    1. Minutes from the 11-03-26 council meeting.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS
    1. October 2026 Monthly Building Summary Report.
    2. Proclamation for Henrietta Snipes.
    3. Recognize Character Council Citizen of Excellent Character.

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

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

11. CONSENT AGENDA

1. **General Business:** Request Alcohol License - Don Pedro's Supermarket, LLC., Retail Wine & Beer On and Off Premise.
2. **Bid:** Pole Rack Mounted Switched and Fixed Capacitor Banks - OPS ($ as needed).
3. **Resolution:** Approve Employee Clinic Services Agreement with Symbol Health Solutions - HR.
4. **Resolution:** Annual Appropriation Contract FY2027 with Advocates for Lee County Children ($10,000).

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES
    1. Amend Zoning Ordinance & Map: 3000 Block Andrews Road, 18.9 Acres, from M-2 to C-3, GC-P - 2nd Reading.

16. APPOINTMENTS

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

18. ADJOURN
    1. Character Trait of the Month - Gratitude: the quality of being thankful; readiness to show appreciation for and to return kindness.
    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.
November 3, 2026
TIME: 6:00 PM

1. A CALL TO ORDER

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

2. ROLL CALL

   The Mayor and all City Council members were present.

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

3. INVOCATION

   Ms. Eason provided the invocation.

   1. Laura Eason from East Alabama Medical Center.

4. PLEDGE OF ALLEGIANCE

   Lovey and Chance led the Pledge of Allegiance.

   1. Lovey Caldwell and Chance Barnes from Carver Primary School.

5. ADOPTION OF THE AGENDA

   1. Motion to Adopt the CM Agenda for 11-03-26.

      MOTION TO ADOPT THE AGENDA: UNANIMOUS

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

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

1. Minutes from the 10-20-26 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. Ms. Holmes 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. Recognize Inaugural Opelika Youth Council.
   Mayor Smith invited Ms. Holmes and each individual member of the inaugural Opelika Youth Council up front to be recognized. Ms. Holmes then explained the program.
2. Recognize Firefighters, Police Officers, and Dispatcher of the Year for 2026.
   Mayor Smith first invited Chief Clifton up front and recognized the Dispatcher and Police Officer of the Year for 2026. Mayor Smith then invited Chief Boyd up front and recognized the finalists and winner of the Firefighter of the Year for 2026.

9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
   President Allen asked Mr. Jones to present the public hearing.
1. Public Hearing - Amend Zoning Ordinance & Map: 3000 Block Andrews Road, 18.9 Acres, from M-2 to C-3, GC-P.
   Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Allen closed the public hearing.

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
    Jason McGee of 1406 Pinedale Drive spoke first. Mr. McGee spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

    Richard Oden of 1004 Shelby Avenue spoke next. Mr. Oden spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

    Jake Thompson of 1309 Live Oak Circle spoke next. Mr. Thompson spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

    Josh Poole of 334 Hickorywoods Drive, Auburn, Alabama spoke next. Mr. Poole spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

    Shane Smallwood of 1205 Lowndes Street spoke next. Mr. Smallwood spoke

against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

Emily Key of 202 5th Avenue spoke next. Ms. Key spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

Ashley Smith of 2110 Dutch Court spoke next. Ms. Smith spoke against the proposed residential, commercial, and short-term rental ordinance requiring business licenses and taxation.

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. Whatley requested that Consent Agenda #7 be removed and placed on the regular agenda.

President Allen stated that Consent Agenda #7 would now be placed as Resolution #1 on the regular agenda.

President Allen, after hearing no other requests to remove any other consent agenda items, asked for a motion to approve the consent agenda.

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

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

1. **General Business:** Request Temporary Street Closure - Victorian Front Porch Walking Tour on 12-12-26.
   APPROVED BY UNANIMOUS CONSENT
2. **Bid:** Southern Yellow Pine Wood Utility Poles - OPS ($ as needed).
   RESOLUTION NO. 257-26
   APPROVED BY UNANIMOUS CONSENT
3. **Resolution:** Purchase - Dedicated Internet Services from AT&T - IT ($3,806 monthly).
   RESOLUTION NO. 258-26
   APPROVED BY UNANIMOUS CONSENT
4. **Resolution:** Purchase - Ammunition - OPD ($55,121).
   RESOLUTION NO. 259-26
   APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Purchase - One (1) Flygt Submersible Pump - PW ($70,845.00).

RESOLUTION NO. 260-26
APPROVED BY UNANIMOUS CONSENT

6. **Resolution:** Amend Annual Excess Loss Insurance Contract with LLoyd's - HR.
RESOLUTION NO. 261-26
APPROVED BY UNANIMOUS CONSENT

7. **Resolution:** Approve Grant Application to ALDOT for AL Hwy 51 and 169 and Lafayette Pkwy Improvements - ENG.
RESOLUTION NO. 262-26
APPROVED BY UNANIMOUS CONSENT

8. **Resolution:** Approve Bullet Proof Vest Grant Application - OPD.
RESOLUTION NO. 263-26
APPROVED BY UNANIMOUS CONSENT

9. **Resolution:** Approve Homeless Shelter Services Agreement with Valley Rescue Mission - OPD.
RESOLUTION NO. 264-26
APPROVED BY UNANIMOUS CONSENT

10. **Resolution:** Approve MOU with Lee County Sheriff's Office for Cooperative Radio System Operations - OPD.
RESOLUTION NO. 265-26
APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Approve ROW Encroachment Agreement with National Village Property Owners Assoc.
RESOLUTION NO. 266-26
APPROVED BY UNANIMOUS CONSENT

12. **Resolution:** Authorize City Clerk to File for Recovery of Unclaimed Property from the State of Alabama.
RESOLUTION NO. 267-26
APPROVED BY UNANIMOUS CONSENT

13. **Resolution:** Designate Bank Depositories for City Bank Accounts.
RESOLUTION NO. 268-26
APPROVED BY UNANIMOUS CONSENT

14. **Resolution:** Expense Reports from Various Departments.
RESOLUTION NO. 269-26
APPROVED BY UNANIMOUS CONSENT

15. **Resolution:** Establish Compensation of Presiding Municipal Judge and Assistant City Prosecutor.
RESOLUTION NO. 270-26
APPROVED BY UNANIMOUS CONSENT

16. **Resolution:** Reappoint John Wesley McCollum, Jr. to Serve as Municipal Judge for the Municipal Court.
RESOLUTION NO. 271-26
APPROVED BY UNANIMOUS CONSENT

17. **Resolution:** Reappoint Harold W. Morris to Serve as Public Defender for the Municipal Court.
RESOLUTION NO. 272-26
APPROVED BY UNANIMOUS CONSENT

18. **Resolution:** Annual Appropriation Contract FY2027 with Boys and Girls Clubs of East Alabama ($35,000).
RESOLUTION NO. 273-26
APPROVED BY UNANIMOUS CONSENT

19. **Resolution:** Annual Appropriation Contract FY2027 with Domestic Violence Intervention Center (5,000).
RESOLUTION NO. 274-26
APPROVED BY UNANIMOUS CONSENT

20. **Resolution:** Annual Appropriation Contract FY2027 with East Alabama Services for the Elderly (5,000).
RESOLUTION NO. 275-26
APPROVED BY UNANIMOUS CONSENT

21. **Resolution:** Annual Appropriation Contract FY2027 with Keep Opelika Beautiful (30,000).
RESOLUTION NO. 276-26
APPROVED BY UNANIMOUS CONSENT

22. **Resolution:** Annual Appropriation Contract FY2027 with Lee County Literacy Coalition (4,000).
RESOLUTION NO. 277-26
APPROVED BY UNANIMOUS CONSENT

23. **Resolution:** Annual Appropriation Contract FY2027 with O Grows ($50,000).
RESOLUTION NO. 278-26
APPROVED BY UNANIMOUS CONSENT

24. **Resolution:** Annual Appropriation Contract FY2027 with Opelika Community Theatre ($5,000).
RESOLUTION NO. 279-26
APPROVED BY UNANIMOUS CONSENT

25. **Resolution:** Annual Appropriation Contract FY2027 with The Arc of the Chattahoochee Valley ($1,000).
RESOLUTION NO. 280-26
APPROVED BY UNANIMOUS CONSENT

26. **Resolution:** Annual Appropriation Contract FY2027 with The Curtis House ($5,000).
RESOLUTION NO. 281-26
APPROVED BY UNANIMOUS CONSENT

27. **Resolution:** Annual Appropriation Contract FY2027 with Thriving Hearts of East Alabama ($15,000).
RESOLUTION NO. 282-26
APPROVED BY UNANIMOUS CONSENT

28. **Resolution:** Annual Appropriation Contract FY2027 with Worthy Squared (5,000).
RESOLUTION NO. 283-26
APPROVED BY UNANIMOUS CONSENT

29. **Appointment:** Reappoint Jeff Neely to the Lee Russell Council of Governments - MPO Citizen Advisory Committee. New Term expires 11-05-2028.
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolution.

1. Approve Employee Clinic Services Agreement with Symbol Health Solutions - HR.

During discussion, Ms. Whatley explained that her vote would not be against the employee's medical clinic itself, but against who would be running the clinic, and that she would prefer local providers be given first chance instead of outside providers.

MOTION TO APPROVE: 3 TO 1 (FAILED)

RESULT:	**Failed**
MOVER:	Councilman Ward 5 Todd Rauch
SECONDER:	Councilwoman Ward 2 Janataka Hughley-Holmes
AYES:	Councilman Ward 1 - President Allen
NAYS:	Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 5 Rauch
ABSTAIN:	Councilman Ward 4 - President Pro-Tem Chuck Beams

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

1. Amend Sections 4-2 and 4-45 of the City Code of Ordinances: Tethering of Dogs - 2nd Reading.

ORDINANCE NO. 031-26

SECOND READING AND APPROVED: UNANIMOUS

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

2. Amend Chapter 14 of the City Code of Ordinances: Licensing and Taxation of Commercial, Residential and Short-Term Rentals / Commercial Self-Service Storage Rentals - 2nd Reading.

MOTION TO APPROVE AT SECOND READING: 3 TO 2 (FAILED)

RESULT:	**Failed**
MOVER:	Councilman Ward 5 Todd Rauch
SECONDER:	Councilwoman Ward 2 Janataka Hughley-Holmes
AYES:	Councilman Ward 1 - President Allen, Councilman Ward 4 - President Pro-Tem Beams

NAYS:	Councilwoman Ward 2 Hughley-Holmes, Councilwoman Ward 3 Whatley, Councilman Ward 5 Rauch
ABSTAIN:	None

3. Amend Zoning Ordinance & Map: 3000 Block Andrews Road, 18.9 Acres, from M-2 to C-3, GC-P - 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

President Allen presented the appointments.

1. Nominations and Vote by Ballot for 2 Open Library Board Appointments.

After President Allen first explained the process, Mr. Rauch asked if the ballots could/would be added to the minutes. Mr. Jones stated he would add the cast ballots to the minutes. (See the attached as requested.)

President Allen then opened the floor for nominations. The following nominations were made:
1. Mr. Beams nominated Jessica Nicholson.
2. Ms. Whatley nominated Aron Ritchie.
3. Ms. Holmes nominated Lauren Bland Bernier.
4. Mr. Rauch nominated Robert Elliott.

After hearing no further nominations, President Allen closed the floor for nominations.

President Allen then asked each council member to vote for 2 of the nominations by ballot. Once the ballots were cast, Mr. Jones read aloud the 2 nominees that received a majority vote and declared them to be appointed as follows:
1. Jessica Nicholson.
2. Aron Ritchie.

Both appointees' terms are for 4 years and expire on November 3, 2030.

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

Armand Crowder of 601 Waverly Place spoke first. Mr. Crowder stated his concerns about construction and large truck traffic on his road due to a new subdivision. Mr. Crowder asked if someone could give him more information about when Dunlop Drive would be opened to relieve that traffic off their street.

18. ADJOURN

The City Council meeting minutes of November 3, 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 - Gratitude: the quality of being thankful; readiness to show appreciation for and to return kindness.

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

The council meeting ended at 06:57 pm.

CITY OF
OPELIKA
alabama

BUILDING INSPECTIONS
710 Fox Trail
Opelika, AL 36801
334-705-5420
inspections@opelika-al.gov

Monthly Permits for October 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	3	12
Plumbing Upgrades	1	3
Electrical Upgrades	3	11
Mechanical Upgrades	0	3
Reroofs And Roof Repairs	1	21
Mobile Home Services	0	2
Building Additions/Accessory Structures	1	4

Monthly Totals for October

2015	$	5,625,290.00
2016	$	4,099,031.00
2017	$	5,763,691.00
2018	$	5,740,064.33
2019	$	14,555,844.70
2020	$	14,761,767.41
2021	$	12,696,987.71
2022	$	53,232,757.60
2023	$	56,840,661.04
2024	$	21,577,854.72
2025	$	16,548,055.40
2026	$	10,513,430.46

Total Permits Issued

1	New Buildings: Commercial	$	18,000.00
10	Commercial Renovations And Repairs	$	3,668,724.71
2	Signs	$	11,000.00
19	New Single Family Homes	$	5,736,040.06
40	Residential Repairs And Renovations	$	1,079,665.69
0	New Apartment Units	$	-
0	New Duplex Residences	$	-

72	Total Permits for October 2026	**$**	**10,513,430.46**

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

October 2026

CITY OF
OPELIKA
alabama

BUILDING INSPECTIONS
710 Fox Trail
Opelika, AL 36801
334-705-5420
inspections@opelika-al.gov

Fiscal Year To Date Report - 2027

Building Repairs	Commercial	Residential
Building Repairs	3	12
Plumbing Upgrades	1	3
Electrical Upgrades	3	11
Mechanical Upgrades	0	3
Reroofs And Roof Repairs	1	21
Mobile Home Services	0	2
Building Additions/Accessory Structures	1	4

Yearly Totals For Oct. 1st - Sept. 30th		
2017	$	166,673,506.00
2018	$	111,654,002.74
2019	$	111,553,698.66
2020	$	171,453,802.96
2021	$	193,284,728.31
2022	$	320,078,462.26
2023	$	250,832,849.07
2024	$	337,534,645.79
2025	$	196,020,900.99
2026	$	337,584,795.68
2027	$	10,513,430.46

Total Permits Issued:

1	New Buildings: Commercial	$	18,000.00
10	Commercial Renovations And Repairs	$	3,668,724.71
2	Signs	$	11,000.00
19	New Single Family Homes	$	5,736,040.06
40	Residential Repairs And Renovations	$	1,079,665.69
0	New Apartment Units	$	-
0	New Duplex Residences	$	-

72	Permit Total Issued for FY 2027	**$**	**10,513,430.46**

Jeff Kappelman
Chief Building Inspector

Monthly Permit Detail

Jeff Kappelman, Chief Building Official

$ 10,513,430.46 Total Valuation

Permits Details

Issue Date	Work Class	Address	Company Name	Valuation
10/1/2026	Roofs	1509 Albert Ct	PREFERRED ROOFING	$ 12,000.00
10/1/2026	Roofs	1117 Sawyer Dr	PREFERRED ROOFING	$ 15,000.00
10/1/2026	Roofs	2012 Evans Dr	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$ 27,500.00
10/1/2026	New Single Family Attached	1025 Hunters Way	Holland Homes	$ 147,186.00
10/1/2026	New Single Family Attached	1021 Hunters Way	Holland Homes	$ 147,186.00
10/1/2026	Signs	808 Geneva St	DENYSE COMPANIES	$ 9,100.00
10/2/2026	Alteration	1604 Leo Ln		$ 7,000.00
10/2/2026	Roofs	513 Winterburn Ave	SUPERIOR ROOFING CO	$ 16,937.00
10/2/2026	Accessory Buildings	4221 Bonfire Blf		$ 18,000.00
10/3/2026	Alteration	816 N 10Th St	STEVE'S HANDYMAN SERVICE	$ 1,500.00
10/3/2026	New Single Family Detached	2126 Quail Holw	CONNER BROTHERS CONSTRUCTION	$ 301,501.00
10/5/2026	Tenant Build Out	2995 Wyndham Industrial Dr Unit:	HF&L CONSTRUCTION INC	$ 12,250.00
10/5/2026	Tenant Build Out	2995 Wyndham Industrial Dr Unit:	HF&L CONSTRUCTION INC	$ 12,250.00
10/6/2026	Tenant Build Out	2995 Wyndham Industrial Dr Unit:	HF&L CONSTRUCTION INC	$ 12,250.00
10/6/2026	Roofs	4061 Oak Bowery Rd	OMEGA ROOFING LLC	$ 14,342.29
10/6/2026	Tenant Build Out	2995 Wyndham Industrial Dr Unit:	HF&L CONSTRUCTION INC	$ 12,250.00
10/7/2026	Roofs	3309 Arnold Ave	B&L ROOFING	$ 6,500.00
10/7/2026	Roofs	701 Northhills Dr	VALOR EXTERIORS	$ 8,750.00
10/8/2026	Roofs	1107 Brownstone Cir	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$ 9,500.00
10/8/2026	New Single Family Detached	1942 Arrowhead Ave	HENDERSON CONSTRUCTION LLC	$ 585,000.00
10/8/2026	Fire Alarm	2690 Enterprise Dr	I.C.E CONTRACTORS INC	$ 4,000.00
10/8/2026	New Single Family Detached	2220 Fuzzy Fls	Hughston Homes	$ 212,895.00
10/9/2026	New Single Family Detached	1515 Hanson St	LITHOS CONSTRUCTION LLC	$ 209,094.00
10/10/2026	Alteration	200 Carver Ave	Home Depot USA Inc	$ 11,620.00
10/12/2026	New Single Family Detached	1511 Hanson St	LITHOS CONSTRUCTION LLC	$ 209,094.00

Monthly Permit Detail

10/13/2026	Alteration	1407 Bonita Ave	T MURPHY CONSTRUCTION	$	70,000.00
10/13/2026	Roofs	1307 Sawyer Dr	NATIONAL RESTORATION	$	15,000.00
10/13/2026	New Single Family Detached	1954 Arrowhead Ave	ADAMS CONSTRUCTION & ASSOCIATES	$	580,703.06
10/13/2026	Alteration	2915 Pepperell Pkwy	DEI INC	$	3,291,000.00
10/14/2026	Alteration	1911 Century Blvd Unit: Ste H		$	6,000.00
10/14/2026	Roofs	3308 Double Eagle Ln	I AM ROOFING LLC	$	6,636.31
10/14/2026	New Single Family Detached	405 Etowah Ave	TOLAND ENTERPRISES LLC	$	318,664.00
10/16/2026	Roofs	1113 Sawyer Dr	PREFERRED ROOFING	$	9,000.00
10/16/2026	Alteration	2906 Anderson Lakes Cir	AUBURN DECK CO LLC dba DECKTECH	$	24,000.00
10/16/2026	Alteration	1606 Ridge Rd	FAIRCLOTH CONSTRUCTION	$	50,000.00
10/17/2026	Signs	1906 Pepperell Pkwy	EFFECTIVE SIGNS LLC	$	1,900.00
10/17/2026	Roofs	1603 Blackhawk Dr	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$	29,659.93
10/19/2026	Alteration	304 S 3Rd St	A&P HOLDINGS LLC	$	25,000.00
10/19/2026	New Single Family Detached	2174 Trailview Ter	STONE MARTIN BUILDERS	$	427,782.00
10/20/2026	Roofs	501 Orchard Ave	I AM ROOFING LLC	$	18,659.67
10/20/2026	New Single Family Detached	1159 Arrowhead Ct	TRUE-WELL CONSTRUCTION LLC	$	650,000.00
10/20/2026	New Single Family Detached	365 Cedar Creek Dr	MOORES CONSTRUCTION	$	275,523.00
10/20/2026	Roofs	407 Comanchee Dr	PRECISION ROOFING ALABAMA	$	10,241.00
10/21/2026	Roofs	1508 Albert Ct	RIDGELINE ROOFING AND RESTORATION LLC	$	17,511.33
10/21/2026	New Single Family Attached	1017 Hunters Way	HOLLAND HOMES LLC	$	134,918.00
10/21/2026	Roofs	1804 Century Ln	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$	12,750.00
10/21/2026	New Single Family Attached	1013 Hunters Way	Holland Homes	$	134,918.00
10/21/2026	Addition	1685 Violet Ln		$	20,000.00
10/21/2026	Swimming Pool	2319 Cannon Gate Dr	MR. POOL LLC	$	47,000.00
10/21/2026	Alteration	108 Hamer Pl		$	40,000.00
10/21/2026	New Single Family Attached	2001 Arrowhead Ave	YELLOWFIN CONSTRUCTION LLC	$	456,480.00
10/22/2026	Alteration	2035 Interstate Dr	SOUTHEAST ROOFING & CONSTRUCTION INC	$	285,000.00
10/22/2026	New Single Family Detached	1983 Long Leaf Ln	Bc Stone Homes	$	385,803.00
10/22/2026	New Single Family Detached	1821 1St Ave	Decker Family Holdings 22 LLC	$	161,192.00
10/22/2026	New Single Family Detached	1823 1St Ave	Decker Family Holdings 22 LLC	$	161,192.00

Monthly Permit Detail

10/22/2026	New	750 Columbus Pkwy		$	18,000.00
10/24/2026	Roofs	205 S 9Th St	OMEGA ROOFING LLC	$	2,924.71
10/24/2026	New Single Family Detached	186 Veterans Pkwy	FOUR STAR HOMES LLC	$	236,909.00
10/26/2026	Roofs	705 Morris Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$	11,153.00
10/27/2026	Swimming Pool	4246 Bonfire Blf	The Backyard Experience	$	75,000.00
10/27/2026	Swimming Pool	1700 Oak Bowery Rd	The Backyard Experience	$	175,000.00
10/28/2026	Roofs	1508 Sawyer Dr	B&L ROOFING	$	12,000.00
10/28/2026	Alteration	1502 Mitchell Ct	RIDGELINE ROOFING AND RESTORATION LLC	$	25,688.16
10/28/2026	Alteration	414 N 8Th St	FINLAY BUILDING COMPANY LLC	$	75,000.00
10/29/2026	Alteration	1820 Bull Durham St		$	84,000.00
10/29/2026	Roofs	2003 Baton Ct	DYNAMIC RESTORATIONS	$	10,350.00
10/29/2026	Accessory Buildings	2284 Webbed Way	BANNER RETAIL PROPERTIES LLC DBA BANNER BU	$	3,800.00
10/29/2026	Alteration	1300 Pinedale Dr	TOLAND ENTERPRISES LLC	$	20,000.00
10/30/2026	Roofs	4105 Sudbury Ct	CAPITOL CITY ROOFING	$	17,568.00
10/30/2026	Accessory Buildings	1033 Lizlin Dr		$	5,999.00
10/30/2026	Addition	3011 Marvyn Pkwy		$	30,800.00
10/31/2026	Roofs	1112 Sawyer Dr	NATIONAL RESTORATION	$	20,000.00

From the Governing Body of
Opelika, Alabama

Proclamation

WHEREAS, for over 75 years, the Housing Authority "OHA" of the City of Opelika Alabama has worked to achieve its mission of creating affordable housing, viable neighborhoods, and opportunities for self-sufficiency that enhances the quality of life for the citizens of Opelika, and

WHEREAS, the OHA's success is attributed to the work done by dedicated staff, the leadership of the Commissioners and the effective partnerships throughout the community; and

WHEREAS, an Opelika native, Henrietta Snipes has been a valuable advocate with the affordable housing industry since 1996 when she was first appointed to the Opelika Housing Authority Board by Mayor Bobby Freeman having served as Vice Chair in 1999, and elected Chair from 2004 to 2026; and

WHEREAS, the five-member Board of Commissioners represents a cross section of the community, appointed by the Mayor and is responsible for overseeing the fiscal management of the agency as well as reviewing and approving all policies and procedures pertaining to the housing authority; and

WHEREAS, the Commissioners are not compensated and the Board is not a political entity. These five concerned citizens endeavor to provide quality affordable housing and services to the citizens of Opelika; and

WHEREAS, Henrietta has been involved in many aspects of the affordable housing industry including but not limited to: (1) serving as the VP on National Association of Housing and Redevelopment Official's (NAHRO) IRGE Committee; (2) member of South Eastern Regional Council (SERC) – NAHRO Commissioner's Committee; (3) member AAHRA Commissioner's Committee; (4) one of the first certified NAHRO commissioners in Alabama; (5) NAHRO faculty member as Certified Commissioner Trainer; and (6) chaired many NAHRO Commissioners Track/Session; and

NOW, THEREFORE, I, Eddie Smith, Mayor of the City of Opelika, Alabama by virtue of the authority vested in me do hereby extend our sincere appreciation for Henrietta's dedication and involvement with the affordable housing industry.

IN WITNESS WHEREOF, I have hereunder set my hand and caused the seal of Opelika, Alabama, to be affixed this ***17th day of November 2026.***

Eddie Smith
Mayor, City of Opelika

Business Name: Don Pedros Supermarket, LLC

CITY OF OPELIKA alabama

REVENUE
204 South 7th Street • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-5160 or 334-705-5162
revenue@opelika-al.gov

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

Instructions: Select the schedule of the Controlled License for which you are applying. Check each license applicable.

☐ BEER WHOLESALE	Schedule #70	$ 250.00
☐ WINE WHOLESALE	Schedule #71	$ 275.00
☐ BEER & WINE WHOLESALE	Schedule #72	$ 525.00
☐ LOUNGE RETAIL LIQUOR CLASS 1	Schedule #73	$2,000.00
☐ RESTAURANT RETAIL LIQUOR	Schedule #74	$1,000.00
☐ PRIVATE CLUB LIQUOR	Schedule #75	$1,000.00
☑ RETAIL WINE OFF PREMISE	Schedule #76	$ 75.00
☑ RETAIL WINE ON PREMISE	Schedule #77	$ 300.00
☑ RETAIL BEER ON PREMISE	Schedule #78	$ 75.00
☑ RETAIL BEER OFF PREMISE	Schedule #79	$ 50.00
☐ LOUNGE RETAIL LIQUOR CLASS 2 (PACKAGE STORE)	Schedule #80	$2,250.00
☐ SPECIAL RETAIL BEER AND WINE LICENSE (PUBLIC AND PRIVATE GOLF COURSES)	Schedule # 81	$ 250.00
☐ SPECIAL EVENTS RETAIL LICENSE	Schedule # 82	$ 100.00
☐ BREWPUB	Schedule # 28	$ 750.00
☐ MANUFACTURER	Schedule # 28	$ 500.00
☐ DANCE HALL	Schedule #16	$ 110.00
☐ SPECIAL RETAIL MORE THAN 30 DAYS	Schedule #16	$ 250.00

Sponsored by: Mayor Eddie Smith
and Opelika Power Services

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Pole Rack Mounted Switched and Fixed Capacitor Banks for Opelika Power Services; and

WHEREAS, Stuart C. Irby Co. submitted the low bid meeting specifications; and

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

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

1. That the contract be awarded to Stuart C. Irby Co. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Stuart C. Irby Co. on an as-needed basis.

3. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26034 – We are asking the Council to approve a contract for Pole Rack Mounted Switched and Fixed Capacitor Banks

FACTS:

- Bid opening date – 9/28/26
- User department – Power Services
- The bid was mailed to 8 vendors
- 3 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

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

BID# 26034 DATE: 9/28/26 DEPT: OPS						8 VENDORS INVITED	
DESCRIPTION: POLE RACK MOUNTED SWITCHED AND FIXED CAPACITOR BANKS						3 BIDS RECEIVED	
	FIXED CAPACITOR BANKS:						
	ITEM 1: POLE MOUNTED FIXED CAPACITOR BANK RATED 300 KVAR						
	ITEM 2: POLE MOUNTED FIXED CAPACITOR BANK RATED 600 KVAR						
	ITEM 3: POLE MOUNTED FIXED CAPACITOR BANK RATED 900 KVAR						
	SWITCHED CAPACITOR BANKS:						
	ITEM 4: POLE MOUNTED SWITCHED CAPACITOR BANK RATED 300 KVAR						
	ITEM 5: POLE MOUNTED SWITCHED CAPACITOR BANK RATED 600 KVAR						
	ITEM 6: POLE MOUNTED SWITCHED CAPACITOR BANK RATED 900 KVAR						
	ITEM 7: SEL-734B CAPACITOR BANK CONTROLLER						
VENDOR NAME	**ITEM 1:**	**ITEM 2:**	**ITEM 3:**	**ITEM 4:**	**ITEM 5:**	**ITEM 6:**	**ITEM 7:**
ANIXTER INC							
GRAYBAR ELECTRIC CO							
GRESCO/CAPSTONE UT SUPP	$ 5,742.00	$ 8,942.00	$ 13,184.00	$ 17,768.00	$ 20,968.00	$ 25,042.00	NB
MAYER ELECTRIC SUPP CO INC							
SOLOMON CORP							
STUART C IRBY CO	**$ 6,222.00**	**$ 10,410.00**	**$ 14,603.00**	**$ 21,228.00**	**$ 26,762.00**	**$ 31,137.00**	**$ 9,091.00**
TRI-STATE UTILITY PROD INC							
WESCO DISTRIBUTION INC							
Controllix Corporation	$ 33,228.00	$ 38,212.00	$ 43,196.00	$ 51,107.00	$ 54,694.00	$ 59,677.00	INCL

BID# 26034 DATE: 9/28/26 DEPT: OPS						8 VENDORS INVITED	
DESCRIPTION: POLE RACK MOUNTED SWITCHED AND FIXED CAPACITOR BANKS						3 BIDS RECEIVED	
	SWITCHED CAPACITOR BANKS:						
	ITEM 8: POST INSULATOR CURRENT SENSOR						
	ITEM 9: NEUTRAL CURRENT SENSOR						
	ITEM 10: SEL-734W CAPACITOR BANK CONTROL						
	ITEM 11: SEL-C558 CONTROL AND MEASUREMENT CABLE FOR SEL-734W						
	ITEM 12: CONNECTORIZED COMPACT ENCLOSURE MOUNTING BRACKET						
VENDOR NAME	**ITEM 8:**	**ITEM 9:**	**ITEM 10:**	**ITEM 11:**	**ITEM 12:**	**DEL**	**MANUF**
ANIXTER INC							
GRAYBAR ELECTRIC CO							
GRESCO/CAPSTONE UT SUPP	$ 1,350.00	$ 750.00	NB	NB	NB	45 weeks	Eaton/Lindsey
MAYER ELECTRIC SUPP CO							
SOLOMON CORP							
STUART C IRBY CO	**$ 1,500.00**	**$ 852.30**	**$ 9,620.00**	**$2,364.00**	**$290.00**	**35 weeks**	**GE**
TRI-STATE UTILITY PROD INC							
WESCO DISTRIBUTION INC							
Controllix Corporation	INCL	INCL	INCL	INCL	INCL	40-44 weeks	Controllix Corp

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION APPROVING CLINIC SERVICES AGREEMENT WITH SYMBOL HEALTH SOLUTIONS

WHEREAS, the City of Opelika, Alabama (the "City") desires to provide near-site medical and prescription services to its eligible employees, covered dependents, and retirees ("Members"); and

WHEREAS, Symbol Health Solutions, L.L.C. ("Symbol") provides non-surgical, non-emergency, episodic and routine services to its participants; and

WHEREAS, the City and Symbol desire to enter into a Clinic Services Agreement to provide episodic primary and preventive care and prescription services to its Members; and

WHEREAS, a proposed Clinic Services Agreement (the "Agreement") between the City and Symbol 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.

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

1. That the proposed Clinic Services Agreement to be entered into between the City and Symbol, 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 the 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.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other lawful acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of

them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the Director of Human Resources has certified that there are adequate funds in the budget to implement the provision of primary and preventive care services and no budget adjustments are necessary.

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

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

_____
PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____
CITY CLERK

Symbol Health Solutions
CLINIC SERVICES
AGREEMENT

In order for the City of Opelika, an Alabama municipality ("Client") to provide near-site medical clinics and health management programs for its employees and those enrolled in Client's health plan ("Plan"), including covered spouses, dependents, and retirees ("Members"), Client and Symbol Health Solutions, LLC ("Symbol"), an Alabama limited liability company, agree as follows:

ARTICLE I
SERVICES, FACILITY, EQUIPMENT & INSURANCE

1.1 **Effective Date;** Client shall designate a start date (the "Effective Date") which shall be the date on which Symbol begins providing services to patients at the clinic (Clinic) located in a facility owned by the City of Opelika and operated and managed by Symbol (the "Clinic").

1.2 **Clinic Services**. Symbol shall provide episodic primary and preventive care services (collectively, "PC") to Members as Symbol Health patients ("Patients"). Symbol shall, at its sole expense, provide a staff of medical professionals ("Medical Staff') to provide PC to its Patients and Participants (described herein below) on a non-surgical, non-emergency, episodic and routine basis. The Medical Staff shall, at a minimum, consist of a board-certified physician supervisor ("Physician"), Physician Assistant(s)/Nurse Practitioner(s), nurses, Medical Assistants, and clerical/administrative personnel. The Medical Staff shall at all times during the term of this Agreement be licensed by the State of Alabama as required by its respective governing bodies. The Physician shall serve as Medical Director of the Clinic and shall supervise mid-level medical provider(s). Symbol shall appoint a mid-level medical provider, to wit: A Licensed Nurse Practitioner as Clinic Director to supervise Clinic staff; Symbol shall also appoint a Client Services representative who shall be Symbol's primary liaison with Client and who shall report directly to Client's designee regarding management of the Clinic. Client shall allow Members to visit the Clinic without clocking out or incurring deductions for paid time off.

1.3 **Symbol Health Management Program**. Client shall make past and current health claims data available as requested by Symbol. Symbol, through a secure third-party health data analytics platform, shall analyze data obtained through biometric screenings and Plan's past claims data to stratify Member's individual health risks and to determine gaps in care, medication adherence, and timely referrals for preventative clinic procedures.

1.4 **Member Communication.** Client shall make eligible Member personal contact information available as requested by Symbol. Symbol shall, at its sole expense, communicate directly with eligible Patients for the purpose of informing Client's Members of Clinic services, health education, wellness challenges, and other information personalized to the unique health risks of individual Members. Symbol's communication methods may include email, social media, patient portal messages, text message, clinic posters, brochures, flyers, handbills, newsletter articles, and Client intranet posts. Any direct mail letters or postcards bearing Symbol health and/or wellness education, Clinic service information, or Patient health information shall be mailed to Members at Client's expense, with the sole exception of letters as required by the Alabama Department of Public Health. Symbol will honor Patient opt-out requests to terminate direct electronic communication within 10 business days, in accordance with CAN-SPAM laws.

1.5 **Clinic Reporting.** Symbol shall produce aggregate reports to depict Program's progress utilizing health risk parameters and claims data analysis and shall deliver such reports to Client on an annual basis and at other times as requested by Client.

1.6 **Onsite Medication Dispensing**. Subject to Alabama laws and regulations and based upon the past utilization of medications derived from an analysis of the Client's claims data, the Client's then-current formulary, along with feedback from Client, Symbol shall order pre-packaged generic medications, according to a pre-determined closed formulary, as well as a limited number of brand and specialty medications to be dispensed from the Clinic by the Medical Staff to Patients based upon the Medical Staff's prescription for such medications. Symbol shall maintain adequate inventory of such medications to meet the anticipated demand ("Medicine Inventory") for medications to be dispensed at the Clinic.

1.7 **Offsite Laboratory Testing**. Certain laboratory tests ordered by Medical Staff (listed Symbol's closed formulary) shall be performed by an offsite, qualified laboratory selected by Symbol, and other "point-of-care" tests shall be performed onsite by Medical Staff. Symbol Medical Staff collect test samples prior to sending specimens to a designated offsite laboratory. Once testing is complete, reports will be made available to the Patients for their own access and use through a secure Patient Portal and/or made available through referral to other physicians if requested by Patient or Client. Medical Staff will explain test results as they deem necessary and/or as requested by Patient.

1.8 **Physical Facility**. Client shall provide Symbol access to and use of the building located at 105 North 10th Street, Opelika, AL. 36801, ("Facility") for operation of the Clinic. Client is responsible for providing regular janitorial service, nearby dumpster, landscaping, sidewalks, handrails, ramps, and required number of parking spaces all in compliance with the Americans with Disabilities Act utilities and VOIP telephone at each work station, efax, internet access via fiber connection, with a minimum speed of 25x25 or a business class internet circuit source with speeds no less than 10x2mbs. All structured cabling, "CAT6" preferred, "CAT5e" acceptable, must be terminated and lines must be pulled to a secure closet or room in a Symbol-only occupied space. Symbol will be responsible for the handling and disposal of any and all materials subject to any regulatory rules or guidelines, including the disposal of any and all medical waste or other medical materials. Symbol shall be solely responsible for implementing appropriate safeguards to secure all medications and medical records located in the Clinic.

1.9 **Medical Equipment, Furnishings, and Disposable Non-Patient Supplies**. Client, at its sole cost and expense, shall provide all medical equipment, furniture, and fixtures necessary to operate the Clinic. Symbol shall be responsible for ordering and maintaining adequate amounts of disposable non-patient medical supplies used at the Clinic and Client shall reimburse Symbol, on a cost pass-through basis, all costs of supplying such disposable medical supplies.

1.10 **Scheduling of Services**. Services shall be available at the Clinic on a schedule that accommodates the Client's work calendar with an initial 10 hours of operation, Monday through Friday, subject to a mutually approved schedule to maximize utilization. Scheduling will be made by appointment and, to the extent that space on the schedule is available, walk-ins will be accommodated. Appointments will be made using 20- minute time slots.

1.11 **Standards of Medical Staff Performance**. Symbol covenants as follows:

(a) Medical Staff shall perform all medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with accepted standards of medical care prevailing in the local medical community at the time of treatment. Physician shall supervise the performance of the medical services provided by the Medical Staff in a manner consistent with all applicable laws and regulations.

(b) Medical Staff shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters and environmental safety.

(c) Physician shall maintain, during the term of this Agreement, appropriate credentials including:

1. A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;

2. Good standing with his or her profession and state professional association;

3. The absence of any license restriction, revocation, or suspension;

4. The absence of any involuntary restriction placed on his or her federal DEA registration; and

5. A duly issued and active Registration or Collaborative Agreement for the Physician for the oversight of Medical Staff members, as necessary.

(d) All non-physician members of Medical Staff shall maintain, during the term of this Agreement, appropriate credentials including:

A duly issued and active license to practice his or her specific category of medical provider in the State of Alabama if allowed by law for his or her specific medical provider category, to prescribe and dispense medications in the States of Alabama;

1. Good standing with his or her profession and state professional association;

2. The absence of any license restriction, revocation, or suspension;

3. The absence of any involuntary restriction placed on his or her federal DEA registration, if applicable; and

4. A duly issued and active Registration or Collaborative Agreement covering all services provided to Members by the non-physician Medical Staff member, as necessary.

(e) Symbol shall immediately remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended, has committed, or is charged with the commission of a felony, is no longer in good standing with his or her professional or state licensing authority or is denied or loses professional liability insurance coverage.

(f) Symbol further agrees to notify Client promptly in writing if any Medical Staff member becomes subject to any material litigation, investigation, or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues.

1.12 **Insurance.**

(a) Symbol shall maintain, throughout the term of this Agreement, professional liability insurance covering the errors and omissions of the Medical Staff with a carrier rated at least A- or better by A.M. Best in the minimum annual coverage amounts of $1,000,000.00 per occurrence and $3,000,000.00 aggregate. Symbol shall provide Client proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

(b) Symbol shall, at its sole cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with a carrier rated at least A- or better by A.M. Best, the following insurance coverage: (i) workers' compensation insurance as required by the law of the State of Alabama; and (ii) commercial general liability insurance with a $1,000,000 per occurrence and a $3,000,000 general aggregate.

(c) Concurrent with the execution of this Agreement, Symbol shall provide Client with certificates of insurance evidencing the coverage required by this Section 1.12 above. The certificates shall provide 30 days written notice of cancellation or nonrenewal of the coverages named in said certificates. Client will be named as an additional insured under Symbol's general liability insurance.

(d) Any subcontractors or other independent contractors of Symbol hired to provide or assist with any of the services contemplated by this Agreement shall be covered

under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide upon request written proof to Symbol and Client of such subcontractor's or independent contractor's insurance coverage meeting the foregoing requirements that will evidence waivers of subrogation in favor of Symbol and the Client and be made available upon request.

1.13 **Relationship of Parties.**

(a) Symbol and Client are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture, or partner of the other. All persons furnished, used, retained, or hired by or on behalf of Symbol shall be solely the employees or agents or designees of Symbol. Symbol agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) from this same paragraph.

(b) Symbol and its employees shall abide by, and Symbol shall cause its contractors to agree to abide by, any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

(c) Physician shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or the omissions of any agent or any employee used by such Physician in connection with providing the Medical Services contemplated by this Agreement. Neither Client nor Symbol shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or any nurse or other Health Professional.

(d) Symbol hereby agrees to indemnify, defend, and hold harmless the Client, its officials, representatives, agents, servants, and employees, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities ("Claims") arising out of or in any way incident to, related to or in connection with (i) breach of any representation, warranty, covenant or agreements set forth in this Agreement, (ii) the provision of services contemplated by this Agreement, (iii) any claim of wrongdoing or action or inaction by Physician or Medical Staff or (iv) anything related to the activities at the Clinic except to the extent such Claim arises from the negligent actions or inactions of Client which are not within Symbol's reasonable control.

1.14 **Other Licensed Health Professionals**. Client agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist Medical Staff and/or replace Physician during his or her regularly scheduled times at Clinic. "Health Professional" shall mean a duly licensed medical doctor, licensed Physician's Assistant, or Licensed Nurse Practitioner.

1.15 **Medical Records.**

(a) Patient information is gathered through a third-party electronic health records system. Symbol will utilize only such third parties that support rigorous industry and regulatory standards and that will maintain responsibility for the security of Patient health and personally identifiable information. Symbol shall maintain all medical records, X-rays or other imaging materials, slides, and medical data records relating to Patients ("Records") with respect to all of the Patients and shall maintain such Records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy and security standards. All Records maintained by Symbol in connection with this Agreement, except as otherwise provided by law, shall be the sole property of Symbol.

(b) Symbol shall retain the Records relating to each Patient for the following described periods:

1. ln the case of any Patient who is at least 18 years of age as of the date that Symbol begins operating the Clinic or five (5) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);

2. In the case of any Patient who is under the age of 18 as of the date, that Symbol begins operating the Clinic, until the patient has reached an age of 21 years, or five (5) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and

3. After the expiration of the applicable time period described in clauses (1) and (2), Symbol shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.

(c) Symbol shall, and shall require all its employees, subcontractors, and agents to, comply with and recognize all confidentiality and non-disclosure requirements that apply to the Client and the Plan, specifically including the privacy and security requirements of HIPAA, and the regulations promulgated thereunder, and applicable state requirements. Symbol shall comply with the policies adopted by the Client and Plan for access to and disclosure of protected health information (as defined in HIPAA) and the Business Associate Agreement provisions attached and incorporated herein as Exhibit A.

ARTICLE II
Compensation

2.1 **Monthly Fee**. No later than the 10th day of each calendar month, beginning with the month of March, 2027, Client shall pay to Symbol the amount of $23.00 per person employed by Client during the preceding month.

2.2 **Additional Fees**. Not later than 10 days following the end of each calendar month, beginning with the month of March, 2027, Client shall pay an amount equal to the sum of all expenditures incurred by Symbol during the preceding month in the provision of the services pursuant to this Agreement, including, but not limited to, Medical Professional and/or Medical Assistant salary,wages & benefits costs, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical professional and Medical Assistant training expenses, travel expenses, required taxes (federal, state, local, or other), ongoing marketing and communications, MRO services, maintenance and repair of medical equipment, medical supplies, medications, laboratory expenses, office supplies, clinic equipment, furnishings and any sales taxes (federal, state, local, or other) incurred by Symbol to purchase items necessary to provide the Services under this Agreement. For avoidance of doubt, the fees paid pursuant to this Section 2.2 shall be in the nature of "cost of goods sold."

Access and Audit.

(a) Subject in all respects to applicable patient privacy laws and regulations throughout the term of this Agreement, Client shall have the right to enter the Clinic at all times upon reasonable advance notice to Symbol.

(b) Subject in all respects to applicable patient privacy laws, regulations, throughout the term of this Agreement, Symbol shall provide to Client, upon Client's reasonable request, supporting documentation to enable Client to verify the number of Encounters and the dispensation/injection of medicines for which Symbol bills Client.

ARTICLE III
TERM and TERMINATION

3.1 **Term**. This Agreement shall be for a term of three (3) years commencing on the first day Symbol begins providing services to Patients, subject to earlier termination in accordance with this Agreement. Unless either Client or Symbol provides written notice of non-renewal to the other party at least 60 calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional three (3) year period.

3.2 **Termination for Cause**. Either party may terminate this Agreement for cause upon notice of default under this Agreement and fail to cure such default (a) within 15 days after written notice thereof of a payment-related default or (b) within 45 days after written notice thereof of any other default, but no such termination shall relieve Client of any amounts then due Symbol under this Agreement.

3.3 **Effect of Expiration or Termination**. The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay compensation to Symbol for outstanding invoices to Symbol for the period prior to such expiration or termination and shall not affect the obligation of Symbol to provide monthly reports for the period prior to the expiration or such termination.

3.4 **No Engagement of Medical Staff**. In the event of any termination of, or the expiration of this Agreement, for a period of one (1) year following the effective date of the termination of the Agreement, Client shall not hire or engage the onsite professional healthcare services of Medical Staff providing services pursuant to this Agreement at the time of such termination, unless this provision is waived by Symbol.

ARTICLE IV
MISCELLANEOUS

4.1 **Notice**. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.1. All notices and other communications shall be

(a) mailed by certified or registered mail, return receipt requested, postage pre-paid,
(b) personally delivered, or
(c) sent by a nationally recognized overnight courier. Notices mailed pursuant to this Section 4.1 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

If by mail to Client:
Mayor
C/O Human Resources
City of Opelika
204 S. 7th Street
Opelika, AL 36801

If by mail to Symbol:
Michael G. Molyneux, President/CEO
3765-A Government Boulevard
Mobile, AL 36693

4.2 **Entire Agreement**. This Agreement constitutes the entire agreement between the Client and Symbol with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Client and Symbol.

4.3 **Governing Law**. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provision. Legal action arising out this agreement shall be filed in the Circuit Court of Baldwin County, AL.

4.4 **Non-Disclosure**. The parties expressly acknowledge that during the term of this Agreement, each party and its owners, employees, contractors, and agents could have access to trade secrets, proprietary information, and confidential information of the other and its affiliates, as it reasonably pertains to clinic operations, which shall include the following: strategic and business plans, business methods and practices, financial information, marketing information and techniques, data on suppliers and referral sources, and all marketing materials that include the name and/or brand, logo or service marks of Symbol or any of its affiliates. Therefore, each party expressly agrees that all such information shall be and shall remain the property of the other party. The parties further agree that during and after the term of this Agreement, they and their respective owners, employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, in connection with litigation arising out of this Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Agreement

4.5 **Binding Agreement and Assignment**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other part, which such consent shall not be unreasonably withheld or delayed.

4.6 **Severability Clause**. In the event any term or provision of this Agreement is determined by a court having jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, for any reason, the invalid, illegal, or unenforceable provision or part shall be considered separable from the remainder and such determination shall not impair the validity, legality, or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Client and Symbol have executed and delivered this Agreement as of the date first above-written.

City of Opelika, Alabama.	**Symbol Health Solutions, L.L.C.**
By: The Honorable Eddie Smith	By: Michael Molyneux
Its: Mayor	Its: President/CEO
Signature: _____	Signature: _____

RFP 27001 – Employee Health and Wellness Services

Evaluation Criteria	Max Pts	East Alabama Health	Premise Health	Symbol Health	Care ATC	Vera Whole Health	Health by Design	Evaluation Guidance / Key Factors
Compliance with Proposal Requirements	**30**	17	30	30	30	30	30	Completeness. (All required forms, contact information, minimum qualifications)
Firm Experience & Qualifications	**20**	0	20	20	20	20	20	Company history, clinical protocols and proven capability in operating onsite clinic
Relevant Municipal Experience	**20**	0	20	20	20	20	6.6	Specific experience managing and operating a clinic for a governmental entity comparable in scope and scale to Opelika
Proposal Price	**20**	3.3	13.5	19.5	8.5	8	7.5	Cost reasonableness, clarity and completeness of pricing structure: transparent pricing model, startup costs
References	**10**	0	10	10	10	10	10	Three (3) references for satisfactory contractual performance from employers or public entities
TOTAL SCORE	**100**	20.3	93.5	99.5	88.5	88	74.1	

Vendor Name	Total Score (100)	Rank	
East Alabama Health		6	Not meeting minimum qualifications, incomplete (pricing structure)
Premise Health		2	Meets minimum qualifications;
Symbol Health		1	Meets minimum qualifications;
Care ATC		3	Meets minimum qualifications;
Vera Whole Health		4	Meets minimum qualifications;
Health by Design		5	Meets minimum qualifications; incomplete (pricing structure)

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Advocates for Lee County Children, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2) That Eddie Smith, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Advocates for Lee County Children and retain one copy.

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

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Advocates for Lee County Children, a 501(c)(3) corporation, hereinafter referred to as "ALCC", on this the 1st day of October, 2026.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2026, and ending the 30th day of September, 2027.

2. During the term of this contract, ALCC agrees to provide the following services in the Opelika Community:

   - Forensic Interviews
   - Forensic Medical Exams
   - Victim and Family Advocacy
   - Trauma Focused Therapy
   - Community Education
   - Multidisciplinary Team Case Review/Coordination
   - Expert Testimony during child abuse trials

3. As compensation for the services rendered hereunder, the City agrees to pay to ALCC, through their fiscal agent (Central Alabama Community Foundation), for the term of this agreement the sum of $10,000.00 payable in lump sum upon approval and execution of this contract.

4. ALCC shall maintain records as to all costs and expenses incurred in performing the services listed above. ALCC shall provide the City, upon written request by the City to ALCC, a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures incurred by ALCC in performing such services. ALCC shall furnish to the City copies of invoices relating to such expenditures. ALCC will also retain all records related to Program Funding until October 1, 2028.

5. The City may perform an audit of the records of ALCC 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 ALCC and the City. While conducting an audit of ALCC'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, ALCC 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 ALCC of such non-compliance.

6. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.

7. ALCC agrees to comply with all local, state, and federal laws while performing under the terms of this Contract.

8. ALCC 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. ALCC 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 ALCC are performed, but on the contrary, ALCC 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. ALCC 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. ALCC 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

Advocates for Lee County Children

BY: _____
Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith
and the Planning Department

ORDINANCE NO. _____

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

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

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

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

Lot 10A, Northeast Opelika Industrial Park, 6th Revision, according to and as shown on that certain map or plat of record in Plat Book 28 at Page 28, dated April 17, 2006, and recorded June 14, 2006, in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 18.9 acres, more or less, and is located in the 3000 block of Andrews Road, Opelika, Alabama.

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

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

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

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

ATTEST:

_____
CITY CLERK

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

_____
CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Opelika
Planning Commission Report

Action Requested:	Rezoning 18.9 acres located at the 3000 block of Andrews Road Rezoning - from M-2 to C-3, GC-P
Property Owner(s):	AO Land Holdings, property owner William Scott, Jr., authorized representative
Current Zoning:	M-2 (Public Manufacturing)
Proposed Zoning:	C-3, GC-P (General Commercial, Gateway Corridor- Primary)
Existing Land Use:	Undeveloped

Surrounding Zoning Districts And Land Uses:

North	M-2	Mando
South	M-2	Vacant
East	R/E	Vacant
West	M-2	Vacant

Rezoning

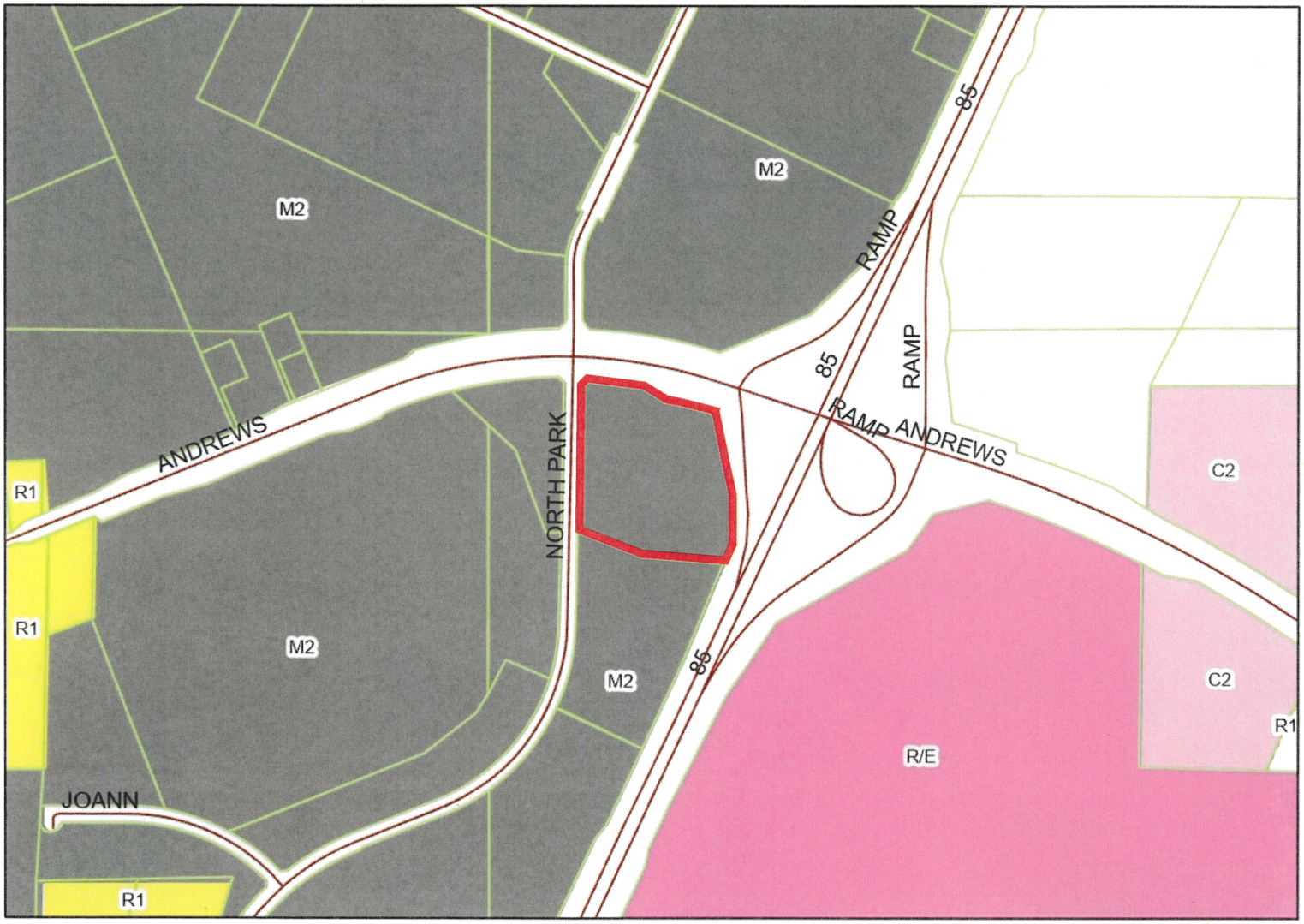
AO Land Holdings representative William Scott is requesting rezoning 18.9 acres from M-2, GC-P to C-3, GC-P. The applicants have requested Conditional Use approval for a Travel Center, including a fast food restaurant, with a large amount of truck parking and general truck stop services. Staff believes the 2040 Comprehensive Plan supports this rezoning to C-3 General Commercial Use in place of the M-2 Industrial District zoning. This is in the Gateway Corridor – Primary.

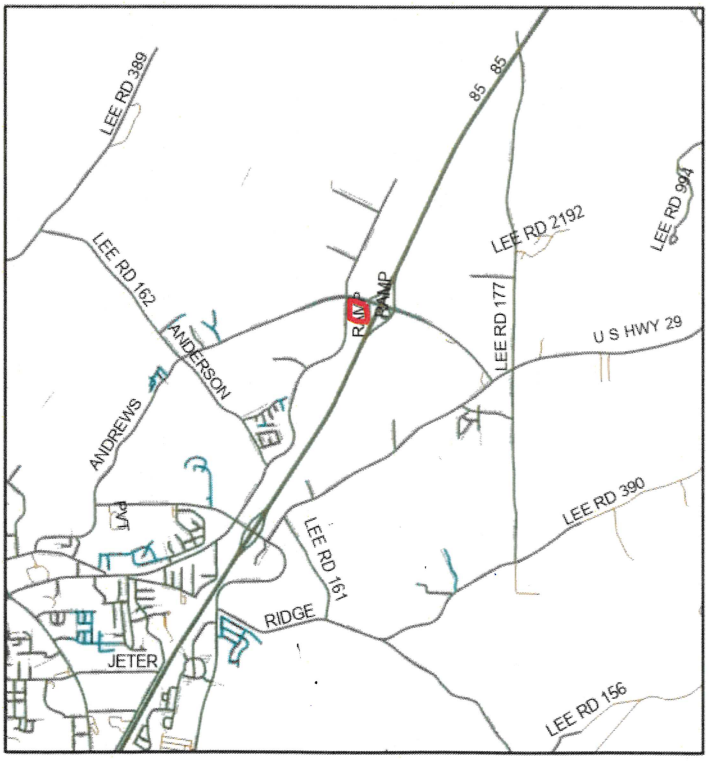
The 2040 Future Land Use map designates this area as "Corridor Commercial," not a "manufacturing land use category. This is consistent with the location at the intersection of Northpark Drive, Andrews Road, and Interstate 85 at an entrance to the Opelika Industrial Park. A general commercial zoning designation is appropriate and consistent because it is a transitional step down from the manufacturing uses. This area has significant traffic and heavy truck use.

Staff believes rezoning to the C-3, GC-P zone is appropriate for this property due to its location on Andrews Road and just off Interstate 85 and surrounded by the M-2, GC-P zoning uses.

At the September 22nd meeting, the Planning Commission sent a positive recommendation to the City Council to rezone the 18.9 acre property from M-2 to C-3, GC-P.

LOVE'S TRAVEL STOP REZONING AND CONDITIONAL USE
3000 BLOCK ANDREWS ROAD
M-2, GC-P TO C-3, GC-P





The applicant is requesting rezoning and conditional use approval for a Love's Travel Stop open 24-hours for motorists and commercial 18-wheelers including trucker over-night accommodations. Love's occupies 19 acres that includes 230 parking spaces, a country store, and food options: chicken, pizza, fresh fruit, health snacks, and gourmet coffee.

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