CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA

300 Martin Luther King Blvd.

October 20, 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. Orlando Sims from Ferguson Chapel CME.

4. PLEDGE OF ALLEGIANCE
   1. Riley Peterson and Charlie Alsobrook from Northside Intermediate School.

5. ADOPTION OF THE AGENDA
   1. Motion to Adopt the CM Agenda for 10-20-26.

6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
   1. Minutes from the 10-06-26 council meeting.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS
   1. City's Financial Summary Report for September 2026.
   2. September 2026 Monthly Building Summary Report.
   3. Recognize Character Council Citizen of Excellent Character.
   4. Employee Service Awards.

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 - The SoCo House, LLC, Special Retail more than 30 Days.
2. **General Business:** Request Downtown Street Closure - Christmas in a Railroad Town Event on 12-11-26.
3. **Bid:** Andrews Road and Northpark Drive Concrete Intersection Project - ENG.
4. **Bid:** Opelika Fire Station #2 - OFD.
5. **Resolution:** Purchase - Approve Order from GeoMarvel - IT.
6. **Resolution:** Purchase - Approve Quote from CDW-G for Kiteworks - IT.
7. **Resolution:** Purchase - Approve Quote from ESRI for GIS mapping software - IT.
8. **Resolution:** Approve 2026 Byrne JAG Grant Application - OPD.
9. **Resolution:** Approve Annual Excess Loss Insurance with Lloyd's - HR.
10. **Resolution:** Amend the Organizational Chart of the Opelika Planning Department - HR.
11. **Resolution:** Annual Appropriation Contract FY2027 with Envision Opelika Foundation.
12. **Resolution:** Annual Appropriation Contract FY2027 with Lee County Rabies Officer.
13. **Resolution:** Annual Appropriation Contract FY2027 with Lee County Youth Development Center.
14. **Resolution:** Annual Appropriation Contract FY2027 with Opelika First Class Pre-K Academy.
15. **Resolution:** Annual Appropriation Contract FY2027 with Opelika Main Street.
16. **Resolution:** Annual Appropriation Contract FY2027 with PRF Teaching Ministry.
17. **Resolution:** Annual Appropriation Contract FY2027 with Storybook Farm.
18. **Resolution:** Annual Appropriation Contract FY2027 with The Dream Day Foundation.
19. **Resolution:** Annual Appropriation Contract FY2027 with The Food Bank of East Alabama.
20. **Resolution:** Annual Appropriation Contract FY2027 with The Museum of East Alabama.
21. **Resolution:** Special Appropriation and Contract for Services with Envision Opelika Foundation.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

1. Annual Appropriation Contract FY2027 with the J. W. Darden Foundation.

15. ORDINANCES
    1. Amend Sections 4-2 and 4-45 of the City Code of Ordinances: Tethering of Dogs - 1st Reading.
    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 - 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 - Responsibility: the quality or state of being responsible; such as a moral, legal, or mental accountability.
    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.
October 6, 2026
TIME: 6:00 PM

1. A CALL TO ORDER

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

2. ROLL CALL

   The Mayor and all City Council members were present.

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

3. INVOCATION

   Mr. Strickland provided the invocation.

   1. Robert Strickland from Ferguson Chapel CME.

4. PLEDGE OF ALLEGIANCE

   Hampton and Ava led the Pledge of Allegiance.

   1. Hampton Davis and Ava Chandler from Northside Intermediate School.

5. ADOPTION OF THE AGENDA

   1. Motion to Adopt the CM Agenda for 10-06-26.

      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 09-15-26 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. Mr. Rauch 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. Appoint Karl Allen to the Opelika Housing Authority. New Term expires 10-18-2031.
      Mayor Smith announced his appointment and announced the Municipal Mayhem Event at Municipal Park on Saturday, October 17.

9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
   President Allen asked Mr. Jones to present the public hearings.
   1. Public Hearing - Weed Abatement Assessment - 120 Chester Avenue.
      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 weed abatement. No one came forward to speak. President Allen closed the public hearing.
   2. Public Hearing - Weed Abatement Assessment - 606 Dogwood Avenue.
      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 weed abatement. No one came forward to speak. President Allen closed the public hearing.
   3. Public Hearing - Weed Abatement Assessment - 1801 S. Long Street.
      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 weed abatement. No one came forward to speak. President Allen closed the public hearing.

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
    None.

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.

    Mr. Rauch requested that Consent Agenda #28 be removed and placed on the regular agenda.

    President Allen stated that Consent Agenda #28 would now be placed as

Resolution #6 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 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

1. **General Business:** Request Alcohol License - Oishi Japanese Fusion LLC DBA Sushi Kingdom Auburn, Restaurant Retail Liquor.
   APPROVED BY UNANIMOUS CONSENT
2. **General Business:** Request Temporary Street Closure for Trinity Church on 10-21-26.
   APPROVED BY UNANIMOUS CONSENT
3. **Bid:** I-85 Sanitary Sewer Improvements - PW.
   RESOLUTION NO. 206-26
   APPROVED BY UNANIMOUS CONSENT
4. **Resolution:** Purchase - (624) Toter 96 Gal Evr II Carts - OES.
   RESOLUTION NO. 207-26
   APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Purchase - Approve Order from Placer Labs for Subscription Services - IT.
   RESOLUTION NO. 208-26
   APPROVED BY UNANIMOUS CONSENT
6. **Resolution:** Purchase - Approve Quote from CDW-G for Samsara Public Safety Data Services - IT.
   RESOLUTION NO. 209-26
   APPROVED BY UNANIMOUS CONSENT
7. **Resolution:** Purchase - Approve Quote from CDW-G for Nutanix Server Cluster - IT.
   RESOLUTION NO. 210-26
   APPROVED BY UNANIMOUS CONSENT
8. **Resolution:** Approve 2025 Byrne JAG Grant Application - OPD.
   RESOLUTION NO. 211-26
   APPROVED BY UNANIMOUS CONSENT
9. **Resolution:** Approve Amendments to FY26 and FY27 Budgets for Health Insurance Claims and Costs - ACCT.
   RESOLUTION NO. 212-26
   APPROVED BY UNANIMOUS CONSENT
10. **Resolution:** Approve Engagement Letter with Himmelwright, Huguley & Boles, LLC for Annual Auditing Services - ACCT.

RESOLUTION NO. 213-26
APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Approve Expense Reports from Various Departments.
RESOLUTION NO. 214-26
APPROVED BY UNANIMOUS CONSENT

12. **Resolution:** Approve Modifying the Job Titles and Descriptions of Senior Probation Officer and Probation Officer - HR.
RESOLUTION NO. 215-26
APPROVED BY UNANIMOUS CONSENT

13. **Resolution:** Approve School Resource Officer (SRO) Contracts - HR.
RESOLUTION NO. 216-26
APPROVED BY UNANIMOUS CONSENT

14. **Resolution:** Annual Appropriation Contract FY2027 with the Alabama Council on Human Relations (ACHR).
RESOLUTION NO. 217-26
APPROVED BY UNANIMOUS CONSENT

15. **Resolution:** Annual Appropriation Contract FY2027 with the American Red Cross.
RESOLUTION NO. 218-26
APPROVED BY UNANIMOUS CONSENT

16. **Resolution:** Annual Appropriation Contract FY2027 with CARE Humane Society.
RESOLUTION NO. 219-26
APPROVED BY UNANIMOUS CONSENT

17. **Resolution:** Annual Appropriation Contract FY2027 with Christian Care Ministries.
RESOLUTION NO. 220-26
APPROVED BY UNANIMOUS CONSENT

18. **Resolution:** Annual Appropriation Contract FY2027 with Christian Women's Job Corps of Lee County.
RESOLUTION NO. 221-26
APPROVED BY UNANIMOUS CONSENT

19. **Resolution:** Annual Appropriation Contract FY2027 with Employer's Child Care Alliance.
RESOLUTION NO. 222-26
APPROVED BY UNANIMOUS CONSENT

20. **Resolution:** Annual Appropriation Contract FY2027 with Esperanza House.
RESOLUTION NO. 223-26
APPROVED BY UNANIMOUS CONSENT

21. **Resolution:** Annual Appropriation Contract FY2027 with Frazelma Teaching Parents.
RESOLUTION NO. 224-26
APPROVED BY UNANIMOUS CONSENT

22. **Resolution:** Annual Appropriation Contract FY2027 with Habitat for Humanity.
RESOLUTION NO. 225-26
APPROVED BY UNANIMOUS CONSENT

23. **Resolution:** Annual Appropriation Contract FY2027 with One Voice Shelter Coalition.
RESOLUTION NO. 226-26
APPROVED BY UNANIMOUS CONSENT

24. **Resolution:** Annual Appropriation Contract FY2027 with Opelika Industrial Development Authority.
RESOLUTION NO. 227-26
APPROVED BY UNANIMOUS CONSENT

25. **Resolution:** Annual Appropriation Contract FY2027 with Sound Wall Music Initiative.
RESOLUTION NO. 228-26
APPROVED BY UNANIMOUS CONSENT

26. **Resolution:** Annual Appropriation Contract FY2027 with The Alabama Cooperative Extension System.
RESOLUTION NO. 229-26
APPROVED BY UNANIMOUS CONSENT

27. **Resolution:** Annual Appropriation Contract FY2027 with Victorian Front Porch Christmas Tour of Opelika.
RESOLUTION NO. 230-26
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Weed Abatement Assessment - 120 Chester Avenue.
RESOLUTION NO. 231-26
MOTION TO APPROVE: 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. Weed Abatement Assessment - 606 Dogwood Avenue.
RESOLUTION NO. 232-26
MOTION TO APPROVE: 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

3. Weed Abatement Assessment - 1801 S. Long Street.

RESOLUTION NO. 233-26

MOTION TO APPROVE: UNANIMOUS

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

4. Annual Appropriation Contract FY2027 with the Opelika Chamber of Commerce.

During discussion, Mr. Rauch asked the city clerk to inform the State Ethics Commission of his abstention due to his relationship with the President and CEO of the Opelika Chamber of Commerce.

RESOLUTION NO. 234-26

MOTION TO APPROVE: 4 TO 0

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
NAYS:	None
ABSTAIN:	Councilman Ward 5 Todd Rauch

5. Special Appropriation to Compassionate Hands of Hope, Inc.

During discussion, Ms. Holmes stated her reason for abstention.

RESOLUTION NO. 235-26

MOTION TO APPROVE: 4 TO 0

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

6. Special Appropriation for Opelika City Schools Pre-K Program.

During discussion, Mr. Rauch asked why this was not included in the annual budget. Mayor Smith answered that it was not included by error.

RESOLUTION NO. 236-26

MOTION TO APPROVE: UNANIMOUS

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

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

1. Amend the Personnel Policies & Procedures Manual: Sexual Abuse Prevention Policy - 2nd Reading.

ORDINANCE NO. 029-26

SECOND READING AND APPROVED: 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

2. Amend the Text of the Zoning Ordinance: Regulation of Package Stores in Opelika - 2nd Reading.

ORDINANCE NO. 030-26

SECOND READING AND APPROVED: 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

16. APPOINTMENTS

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

Tiffany Hilyer of 1305 Morris Avenue spoke first. Ms. Hilyer again asked the city to consider an ordinance requiring protection buffers around all private cemeteries within its corporate limits.

Jason Lanz of 410 N. 9th Street spoke next. Mr. Lanz spoke against any proposed settlement agreement with the owners of the home located at 414 N. 10th Street.

Megan Perdomo of 1015 4th Avenue spoke next. Ms. Perdomo wanted to be on the record that she made multiple offers to buy the home at 414 N. 10th Street from the current owners to keep the home a single family residence.

Beth Brewer 315 N. 10th Street spoke next. Ms. Brewer also spoke against any proposed settlement agreement with the owners of the home located at 414 N. 10th Street.

Charlie Brewer 315 N. 10th Street spoke next. Mr. Brewer also spoke against any proposed settlement agreement with the owners of the home located at 414 N. 10th Street.

George Purves of 514 N. 8th Street spoke last. Mr. Purves also spoke against any proposed settlement agreement with the owners of the home located at 414 N. 10th Street.

18. EXECUTIVE SESSION

Mr. Treese presented his opinion as to why the executive session was warranted. The letter requesting the executive session Mr. Treese sent to the council is attached to the official minutes of this meeting and available in the City Clerk's office.

President Allen then asked if there was a motion to move into executive session. Mr. Beams made a motion to move into executive session. Ms. Holmes seconded the motion. There was no discussion and the following vote was recorded:

MOTION TO MOVE INTO EXECUTIVE SESSION: 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 went into executive session at approximately 6:35 pm.

1. Approve or Deny a Settlement Agreement with Allison W. Kovak et al.

After approximately 90 minutes, at 8:04 pm, the council members returned from the executive session. President Allen asked Mr. Treese to present the resolution. President Allen then asked for a motion to approve the resolution. Mr. Rauch made a motion to approve. Mr. Beams seconded the motion. There was no discussion and the following vote was recorded:

MOTION TO APPROVE: 4 TO 1 (FAILED)

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

19. ADJOURN

The City Council meeting minutes of October 6, 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 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

The council meeting ended at 08:06 pm.

CITY OF OPELIKA alabama

LEGAL DEPARTMENT
204 South 7th Street • P.O. Box 390
Opelika, AL 36803-0390
334-705-2075
www.opelika-al.gov

September 30, 2026

W. George Allen

Re: Request for Executive Session to Discuss Settlement Agreement in Pending Litigation—October 6, 2026

President Allen,

I am writing to formally request that the City Council schedule an executive session during the upcoming regular meeting on Tuesday, October 6, 2026, pursuant to Alabama Code § 36-25A-7(a)(3). The purpose of this executive session is to allow the Council to receive legal advice from the City Attorney regarding pending litigation in the matter of *Allison W. Kovak et al v. City of Opelika, Alabama,* and to discuss a proposed settlement offer resulting from mediation which occurred on September 24, 2026.

Pursuant to our open meetings requirements, our outside legal counsel has advised the Council on the record that an executive session is appropriate and necessary to discuss legal strategy without prejudicing the city's position in ongoing negotiations. No formal action or binding vote on the settlement will be taken during the closed session, and any final approval will be voted upon in an open public meeting as required by law.

Thank you for your time and assistance in placing this item on the agenda. Please let me know if you need any additional information from the Legal Department prior to the meeting. Pursuant to Ala. Code §36-25A-7(a)(2), a copy of this letter should be attached to the minutes of the City Council meeting wherein the body considers a motion to convene an executive session to discuss this matter.

The procedure for going into an executive session is as follows:

1. A quorum of the governmental body must first convene a meeting.

2. A majority of the members of the governmental body present must adopt, by recorded vote, a motion calling for the executive session. The motion must state the reason for the executive session.

ALABAMA'S 1ST GIG CITY OPELIKA

3. The vote of each member must be recorded in the minutes.

4. Prior to going into the executive session, the presiding officer must state whether the governmental body will reconvene after the executive session and, if so, the approximate time the body expects to reconvene.

Sincerely,

Robbie Treese

Robert T. Treese, III
City Attorney

RTT,III/jpj

Cc: Eddie Smith
Barbara Arrington
Joey Motley
Russell Jones
Brad Everhardt

City of Opelika
Combined Balance Sheet - All Funds and Account Groups (Interim Report)
09/30/2026 (FY 26)

	Governmental Funds					Proprietary Funds				
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
ASSETS										
Cash	$ 26,819,176	$ 7,811,633	$ 36,959	$ 124,160	$ -	$ 4,666,650	$ 36,439,688	$ -	$ -	$ 75,898,266
Certificates of deposit	-	-	-	-	-	-	-	-	-	-
Receivables:										
Accounts and unbilled service	-	-	-	-	-	-	10,517,395	-	-	10,517,395
Taxes	12,269,567	13,649,143	-	-	-	-	-	-	-	25,918,710
Licenses and fees	3,024,432	-	-	-	-	-	-	-	-	3,024,432
Assessments	8,425	-	-	-	-	-	-	-	-	8,425
Interest	-	-	-	-	784	-	-	-	-	784
Other	903,758	150,000	-	36	-	56,548	-	-	-	1,110,342
Due from other funds	22,494	-	-	-	7,093	-	-	-	-	29,587
Due from other governments	2,104,621	1,088,019	-	-	-	-	407,764	-	-	3,600,404
Inventories of supplies, at cost	256,064	-	-	-	-	-	1,556,955	-	-	1,813,019
Prepaid expenses	61,469	-	-	-	-	-	-	-	-	61,469
Investments	-	10,637,322	-	-	2,353,671	-	-	-	-	12,990,993
Investments with fiscal agent	45,338,283	-	3,730,701	-	-	-	10,184,688	-	-	59,253,672
Capital assets:										
Land	-	-	-	-	-	-	2,462,062	15,932,613	-	18,394,675
Buildings	-	-	-	-	-	-	17,113,329	102,495,575	-	119,608,904
Equipment	-	-	-	-	-	-	18,085,327	50,928,526	-	69,013,853
Utility systems	-	-	-	-	-	-	174,242,662	-	-	174,242,662
Infrastructure	-	-	-	-	-	-	(4,900,199)	224,493,120	-	219,592,921
Construction in progress	-	-	-	-	-	-	958,044	17,243,551	-	18,201,595
Total capital assets	-	-	-	-	-	-	207,961,225	411,093,385	-	619,054,610
Less: accumulated depreciation	-	-	-	-	-	-	(96,994,331)	(102,305,084)		(199,299,415)
Capital assets, net	-	-	-	-	-	-	110,966,894	308,788,301	-	419,755,195
Deposits	-	69,045	-	-	-	19,229	-	-	-	88,274
Amount to be provided for general long term debt		-	-	-	-	-	-	-	62,760,887	62,760,887
Total assets	90,808,289	33,405,162	3,767,660	124,196	2,361,548	4,742,427	170,073,384	308,788,301	62,760,887	676,831,854
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,806,726	-	-	1,806,726
Diff. on proj. OPEB earnings	-	-	-	-	-	-	919,921			919,921
Bond refunding costs	-	-	-	-	-	-	-	-	-	-
Total deferred outflows of resources	-	-	-	-	-	-	2,726,647	-	-	2,726,647

City of Opelika
Combined Balance Sheet - All Funds and Account Groups (Interim Report)
09/30/2026 (FY 26)

	Governmental Funds					Proprietary Funds				
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
LIABILITIES										
Accounts payable	4,045,575	-	-	9,209	-	218,900	5,075,627	-	-	9,349,311
Interest payable	-	-	-	-	-	-	-	-		-
Accrued payroll and benefits, due within	278,939	-	-	-	-	-	192,745	-	-	471,684
Due to other funds	7,093	22,495	-	-	-	-	-	-	-	29,588
Due to other governments	38,492	-	-	-	-	-	-	-	-	38,492
Claims and judgements, due within one y	-	-	-	-	-	144,888	-	-	-	144,888
Bonds payable due within one year	-	-	-	-	-	-	-	-	-	-
Claims and judgements, due in more than	-	-	-	-	-	27,393	-	-	-	27,393
Bonds payable, due in more than one yea	-	-	38,575	-	-	-	-	-	62,760,887	62,799,462
Net pension liability	-	-	-	-	-	-	9,179,046	-	-	9,179,046
Accrued payroll and benefits, due in mor	-	-	-	-	-	-	2,426,843	-	-	2,426,843
Customer deposits held	-	-	-	-	-	-	3,677,131	-	-	3,677,131
Total liabilities	4,370,099	22,495	38,575	9,209	-	391,181	20,551,392	-	62,760,887	88,143,838
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement p	-	-	-	-	-	-	633,442			633,442
Net change in OPEB assumptions	-	-	-	-	-	-	426,564			426,564
Unearned revenues	7,417,644	14,628,805	-	-	-	453,719	160,057			22,660,225
Total deferred inflows of resources	7,417,644	14,628,805	-	-	-	453,719	1,220,063	-	-	23,720,231
FUND BALANCES										
Nonspendable	256,064	69,045	-	-	2,361,548	-	-	-		2,686,657
Restricted	702,986	4,078,822	3,729,085	114,987	-	3,897,303	10,184,688	-		22,707,871
Committed	10,737	-	-	-	-	-	-	-		10,737
Assigned	1,366,481	2,808,043	-	-	-	-	-	-		4,174,524
Unassigned	56,583,555	11,130,619	-	-	-		-	-	-	67,714,174
Invested in capital assets, net of related d	-	-	-	-	-	-	110,966,893	308,788,301		419,755,194
Unrestricted	-	-	-	-	-	-	26,190,974			26,190,974
Encumbrances	20,100,723	667,333	0	0	0	224	3,686,021			24,454,301
Total fund balances	$ 79,020,546	$ 18,753,862	$ 3,729,085	$ 114,987	$ 2,361,548	$ 3,897,527	$ 151,028,576	$ 308,788,301	$ -	$ 567,694,432

City of Opelika
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups (Interim Report)
09/30/2026 (FY 26) **09/30/2026 (FY 26)**

	Governmental Funds					
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Total
REVENUES:						
Taxes	$ 63,010,811	$ 14,188,445	$ -	$ -	$ -	$ 77,199,256
Special assessments	-		-	-	-	-
Licenses and permits	22,091,361	706,776	-	-	-	22,798,137
Intergovernmental	1,253,257	1,459,904	-	121,439	-	2,834,600
Charges for services	3,068,606	-	-	-	-	3,068,606
Fines and forfeits	469,810	-	-	-	-	469,810
Grants	539,133	-	-	-	-	539,133
Contributions	37,400	60,628	-	-	-	98,028
Investment income	1,140,554	221,904	67,863	16,507	198,217	1,645,045
Miscellaneous	467,377	-	-	-	-	467,377
Total revenues	92,078,309	16,637,657	67,863	137,946	198,217	109,119,992
EXPENDITURES:						
General government	12,857,026	447,361	-	387,795	-	13,692,182
Public safety	28,511,361	25,428	-	-	-	28,536,789
Public works	8,115,840	107,194	-	-	12,389	8,235,423
Health	587,698	-	-	-	-	587,698
Education	3,392,500	12,200,000	-	-	-	15,592,500
Welfare	576,500	-	-	-	-	576,500
Culture and recreation	10,776,622	-	-	-	-	10,776,622
Economic development	1,565,778	220,456	-	-	-	1,786,234
Capital outlay	20,413,552	2,498,076	-	15,694	-	22,927,322
Debt service:						
Principal retirement	-	-	3,993,725	-	-	3,993,725
Interest and fees	-	-	1,181,844	-	-	1,181,844
Total expenditures	86,796,877	15,498,515	5,175,569	403,489	12,389	107,886,839
Excess of revenues over/(under) expen	5,281,432	1,139,142	(5,107,706)	(265,543)	185,828	1,233,153
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	462,035	-	-	-	-	462,035
Transfers from other funds	4,169,246	601,801	5,176,521	47,699	39,390	10,034,657
Transfers to other funds	(4,571,637)	(1,398,606)	-	(34,306)	(30,108)	(6,034,657)
Total other financing sources/(uses)	59,644	(796,805)	5,176,521	13,393	9,282	4,462,035
Net change in fund balances	5,341,076	342,337	68,815	(252,150)	195,110	5,695,188
Fund balances, beginning of the year	73,687,839	18,403,153	3,660,270	367,136	2,166,439	98,284,837
Fund balances, end of period	$ 79,028,915	$ 18,745,490	$ 3,729,085	$ 114,986	$ 2,361,549	$ 103,980,025

City of Opelika
Combined Balance Sheet (Interim Report)
Proprietary and Fiduciary Funds
September 30, 2026 Preliminary (FY 26)

	Electric FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS					
Current assets:					
Cash	$ 20,042,710	$ 9,985,200	$ 6,411,779	$ 4,364,946	$ 301,704
Certificates of deposit	-	-	-	-	-
Receivables and prepaid expenses	9,530,956	357,700	628,739	-	56,548
Due from other funds and governments	-	407,764	-	-	-
Inventory	1,556,955	-	-	-	-
Total current assets	31,130,621	10,750,664	7,040,518	4,364,946	358,252
Restricted assets:					
Cash and investments with fiscal agent	10,184,688	-	-	-	-
Total restricted assets	10,184,688	-	-	-	-
Net capital assets	54,579,160	49,896,796	6,490,937	-	-
Other assets:					
Deposits	-	-	-	19,229	-
Total other assets	-	-	-	19,229	-
Total assets	95,894,469	60,647,460	13,531,455	4,384,175	358,252
DEFERRED OUTFLOWS OF RESOURCES					
Retirement contributions	1,309,811	-	496,915	-	-
Diff. on proj. OPEB earnings	672,736	-	247,185		
Bond refunding costs	-	-	-	-	-
Total deferred outflows of resources	1,982,547	-	744,100	-	-
Total assets and deferred outflows of resources	97,877,016	60,647,460	14,275,555	4,384,175	358,252
LIABILITIES					
Current liabilities:					
Accounts and other payables	5,122,596	40,731	105,048	13,048	350,740
Due to electric fund	-	-	-	-	-
Due to other funds	-	-	-	-	-
Bonds payable within one year	-	-	-	-	-
Unearned revenue	160,057	-	-	-	453,719
Total current liabilities	5,282,653	40,731	105,048	13,048	804,459
Noncurrent liabilities:					
Claims and employee benefits due in more than one yea	1,841,934	-	584,906	27,393	-
Bonds payable, in more than one year, net	-	-	-	-	-
Net pension liability	6,831,009	-	2,348,037	-	-
Customer deposits held	3,496,154	-	180,977	-	-
Total noncurrent liabilities	12,169,097	-	3,113,920	27,393	-
Total liabilities	17,451,750	40,731	3,218,968	40,441	804,459
DEFERRED INFLOWS OF RESOURCES					
Diff. on earnings on OPEB investments	314,613	-	111,951	-	-
Diff. on earnings on plan investments	451,879	-	181,563	-	-
Total deferred inflows of resources	766,492	-	293,514	-	-
Total liabilities and deferred inflows of resources	18,218,242	40,731	3,512,482	40,441	804,459
NET POSITION					
Invested in capital assets, net of related debt	54,579,160	49,896,796	6,490,937	-	-
Restricted	10,184,688		-	4,343,734	(446,431)
Unrestricted	11,823,939	10,185,426	4,181,609	-	-
Encumbrances	3,070,987	524,507	90,526	0	224
Total net position	$ 79,658,774	$ 60,606,729	$ 10,763,073	$ 4,343,734	$ (446,207)

PRELIMINARY

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
September 30, 2026 Preliminary (FY 26)

	Electric 2026 FYTD	Sewer 2026 FYTD	Solid Waste 2026 FYTD	Workmen's Comp. 2026 FYTD	Health Insurance 2026 FYTD
Operating Revenues					
Charges for services	$ 49,254,309	$ 7,588,148	$ 5,804,692	$ 382,190	$ 5,562,830
Operating Expenses					
Purchases	27,439,566	-	699,678	-	-
Depreciation	3,617,485	1,764,076	785,813	-	-
Personnel services	4,453,998	-	1,864,017	-	-
Other	2,773,337	2,767,822	1,358,628	394,161	7,431,712
Total operating expenses	38,284,386	4,531,898	4,708,136	394,161	7,431,712
Operating income/(loss)	10,969,923	3,056,250	1,096,556	(11,971)	(1,868,882)
Nonoperating Revenues/(Expenses)					
Gain/(Loss) on sale of capital assets	25,806	-	46,536	-	-
Fiber optic line leases	1,254	-	-	-	-
Investment income	699,922	48,591	86,752	74,029	3,935
Grant income	-	-	-	-	-
Pole rental	150,083	-	-	-	-
Miscellaneous revenues	1,200,516	23	99,666	-	-
Interest expense and charges	-	-	-	-	-
Total nonoperating revenues/(expenses)	2,077,581	48,614	232,954	74,029	3,935
Other Revenues and Transfers In/(Out):					
Capital contributions	684,869	3,649,530	-	-	-
Transfers from other funds	-	-	-	-	-
Telecom loan Forgiveness	-				
Transfers to other funds	(4,000,000)	-	-	-	-
Total other revenues/(expenses)	(3,315,131)	3,649,530	-	-	-
Net Income/(loss)	9,732,373	6,754,394	1,329,510	62,058	(1,864,947)
Net position, beginning of year	69,926,401	53,852,335	9,433,563	4,281,676	1,418,740
Net position before encumbrances	79,658,774	60,606,729	10,763,073	4,343,734	(446,207)
Encumbrances	3,070,987	524,507	90,526	-	224
Net position, end of period	$ 76,587,787	$ 60,082,222	$ 10,672,547	$ 4,343,734	$ (446,431)

City of Opelika
General Fund Revenue and Expenditure Summary (Interim Report)
Comparison of Actual and Budget to Prior Year
YTD September 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Revenues:						
Taxes	$ 60,441,236	$ 63,010,811	$ 2,569,575	$ 60,636,200	$ 63,010,811	$ 2,374,611
Licenses and permits	24,074,970	22,091,361	(1,983,609)	21,003,000	22,091,361	1,088,361
Intergovernmental	1,174,946	1,253,257	78,311	1,345,539	1,253,257	(92,282)
Charges for services	3,045,858	3,068,606	22,748	3,279,793	3,068,606	(211,187)
Fines and forfeits	426,216	469,810	43,594	452,500	469,810	17,310
Grants	131,264	539,133	407,869	15,000	539,133	524,133
Contributions	48,650	37,400	(11,250)	49,715	37,400	(12,315)
Investment income	2,683,964	1,140,554	(1,543,410)	3,200,000	1,140,554	(2,059,446)
Miscellaneous	735,994	467,377	(268,617)	568,003	467,377	(100,626)
Total revenues	92,763,098	92,078,309	(684,789)	90,549,750	92,078,309	1,528,559
Expenditures:						
General government	12,314,398	12,857,026	542,628	16,333,652	12,857,026	$ (3,476,626)
Public safety	26,550,522	28,511,361	1,960,839	31,495,084	28,511,361	(2,983,723)
Public works	8,099,512	8,115,840	16,328	10,577,950	8,115,840	(2,462,110)
Culture and recreation	10,152,694	10,776,622	623,928	11,494,315	10,776,622	(717,693)
Economic development	1,491,232	1,565,778	74,546	2,528,845	1,565,778	(963,067)
Health	510,672	587,698	77,026	783,632	587,698	(195,934)
Education	7,243,250	3,392,500	(3,850,750)	6,392,500	3,392,500	(3,000,000)
Welfare	536,750	576,500	39,750	576,500	576,500	-
Capital outlay	34,778,696	20,413,552	(14,365,144)	38,809,821	20,413,552	(18,396,269)
Debt service	-	-	-	-	-	-
Total expenditures	101,677,726	86,796,877	(14,880,849)	118,992,299	86,796,877	(32,195,422)
Other financing sources/(uses)						
Sale of capital assets	120,333	462,035	341,702	22,679	462,035	439,356
Transfers in	17,101,824	4,169,246	(12,932,578)	4,174,138	4,169,246	(4,892)
Transfer out	(16,408,399)	(4,571,637)	11,836,762	(4,508,930)	(4,571,637)	(62,707)
Total other financing sources/(uses)	813,758	59,644	(754,114)	(312,113)	59,644	371,757
Net change in fund balance	(8,100,870)	5,341,076	13,441,946	(28,754,662)	5,341,076	34,095,738
Fund balance, beginning of year	81,780,341	73,687,839	(8,092,502)	81,780,341	73,687,839	(8,092,502)
Fund balance, year to date	$ 73,679,471	$ 79,028,915	$ 5,349,444	$ 53,025,679	$ 79,028,915	$ 26,003,236
Less:						
Nonspendable	268,776	256,064	(12,712)	-	256,064	
Restricted	550,192	702,263	152,071	-	702,263	
Committed	12,987	10,737	(2,250)	-	10,737	
Assigned	1,366,481	1,366,481	-	-	1,366,481	
Encumbrances	41,604	20,092,354	20,050,750	-	20,092,354	
	2,240,040	22,427,899	20,187,859	-	22,427,899	-
Unassigned fund balance	71,439,431	56,601,016	(14,838,415)	53,025,679	56,601,016	26,003,236
20% budgeted revenues	18,109,950	18,109,950		18,109,950	18,109,950	
Available unassigned fund balance	$ 53,329,481	$ 38,491,066		$ 53,329,481	$ 38,491,066	

City of Opelika
General Fund Revenues (Interim Report)
Comparison of Actual and Budget to Prior Year
YTD September 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Taxes:						
Sales	$ 50,954,138	$ 52,617,204	$ 1,663,066	$ 51,100,000	$ 52,617,204	$ 1,517,204
Property:						
Property	7,192,901	7,999,209	806,308	7,300,000	7,999,209	699,209
Payments in lieu of taxes	42,251	57,803	15,552	46,000	57,803	11,803
Total property taxes	7,235,152	8,057,012	821,860	7,346,000	8,057,012	711,012
Other						
Gasoline	995,002	960,707	(34,295)	1,000,000	960,707	(39,293)
Cigarette	55,823	85,834	30,011	59,200	85,834	26,634
Wine and liquor	30,330	25,831	(4,499)	31,000	25,831	(5,169)
Rental	1,170,791	1,264,223	93,432	1,100,000	1,264,223	164,223
Total other taxes	2,251,946	2,336,595	84,649	2,190,200	2,336,595	146,395
Total taxes	60,441,236	63,010,811	2,569,575	60,636,200	63,010,811	2,374,611
Licenses and permits:						
Occupational license	15,632,228	12,715,221	(2,917,007)	12,300,000	12,715,221	415,221
Business:						
General	4,428,293	4,441,255	12,962	4,450,000	4,441,255	(8,745)
Lodging	1,287,117	1,413,551	126,434	1,400,000	1,413,551	13,551
Franchise fee	636,188	391,397	(244,791)	650,000	391,397	(258,603)
Miscellaneous	225,217	167,196	(58,021)	175,000	167,196	(7,804)
Total business	6,576,815	6,413,399	(163,416)	6,675,000	6,413,399	(261,601)
Telecommunications permits and	5,000	10,000	5,000	10,000	10,000	-
Permits and inspections	1,842,846	2,924,650	1,081,804	2,000,000	2,924,650	924,650
Other	18,080	28,090	10,010	18,000	28,090	10,090
Total licenses and permits	24,074,970	22,091,361	(1,983,609)	21,003,000	22,091,361	1,088,361
Intergovernmental:						
Shared county motor vehicle	170,042	162,258	(7,784)	160,000	162,258	2,258
Shared state:						
Bank excise tax	463,244	461,410	(1,834)	700,000	461,410	(238,590)
Business privilege tax	77,952	78,537	585	76,500	78,537	2,037
Liquor tax profits	359,591	381,368	21,777	350,000	381,368	31,368
State asset forfeiture	50,735	3,919	(46,816)	7,861	3,919	(3,942)
Total shared state	951,522	925,234	(26,288)	1,134,361	925,234	(209,127)
Shared federal asset forfeiture	19,612	125,720	106,108	16,772	125,720	108,948
Other	33,770	40,045	6,275	34,406	40,045	5,639
Total intergovernmental	1,174,946	1,253,257	78,311	1,345,539	1,253,257	(92,282)
Charges for services:						
General government - other	26,228	28,883	2,655	25,500	28,883	3,383
Public Safety:						
Fire training/transport	21,996	23,571	1,575	18,500	23,571	5,071
City schools	300,000	300,000	-	300,000	300,000	-
EAMC	304,590	279,583	(25,007)	305,000	279,583	(25,417)
Other	11,358	7,940	(3,418)	12,793	7,940	(4,853)
Health - Graves and monuments	212,415	205,045	(7,370)	240,000	205,045	(34,955)
Public Works - Paving and plan	72,337	112,838	40,501	115,000	112,838	(2,162)
Culture and Rec - Entry and con	2,096,934	2,110,745	13,811	2,263,000	2,110,745	(152,255)
Total charges for services	3,045,858	3,068,606	22,748	3,279,793	3,068,606	(211,187)
Fines and forfeits:						
Municipal Court	337,339	386,808	49,469	370,000	386,808	16,808
Other	88,877	83,002	(5,875)	82,500	83,002	502
Total fines and forfeits	426,216	469,810	43,594	452,500	469,810	17,310
Grant income	131,264	539,133	407,869	15,000	539,133	524,133
Contributions: Other	48,650	37,400	(11,250)	49,715	37,400	(12,315)
Investment income	2,683,964	1,140,554	(1,543,410)	3,200,000	1,140,554	(2,059,446)
Miscellaneous	735,994	467,377	(268,617)	568,003	467,377	(100,626)
Total revenues	92,763,098	92,078,309	(684,789)	90,549,750	92,078,309	1,528,559
Other financing sources						
Operating transfers from Electric	4,000,000	4,000,000	-	4,000,000	4,000,000	-
Other transfers	13,101,824	169,246	(12,932,578)	174,138	169,246	(4,892)
Sale of capital assets	120,333	462,035	341,702	22,679	462,035	439,356
Total other financing sour	17,222,157	4,631,281	(12,590,876)	4,196,817	4,631,281	434,464
Total revenue and other fi	$ 109,985,255	$ 96,709,590	$ (13,275,665)	$ 94,746,567	$ 96,709,590	$ 1,963,023

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
YTD September 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
General government:						
Legislative	$ 428,631	$ 406,868	$ (21,763)	$ 443,072	$ 406,868	$ (36,204)
Executive	316,974	277,262	(39,712)	416,772	277,262	(139,510)
Legal	412,699	365,667	(47,032)	462,276	365,667	(96,609)
Administration	856,630	1,160,742	304,112	1,391,909	1,160,742	(231,167)
Accounting	845,008	879,148	34,140	971,757	879,148	(92,609)
Human resources	634,215	642,952	8,737	1,083,867	642,952	(440,915)
Information technology	4,801,659	5,081,974	280,315	5,960,808	5,081,974	(878,834)
Revenue	419,271	460,775	41,504	608,160	460,775	(147,385)
Municipal court	582,757	673,876	91,119	778,455	673,876	(104,579)
Purchasing	465,363	504,691	39,328	624,583	504,691	(119,892)
Community development	529,901	440,440	(89,461)	465,480	440,440	(25,040)
Planning	1,164,938	1,194,592	29,654	2,224,883	1,194,592	(1,030,291)
Other - nondepartmental	856,352	768,039	(88,313)	901,630	768,039	(133,591)
Total general government	12,314,398	12,857,026	542,628	16,333,652	12,857,026	(3,476,626)
Public safety:						
Police	16,492,451	17,516,842	1,024,391	19,404,295	17,516,842	(1,887,453)
Probation	58,393	896	(57,497)	-	896	896
Fire	9,503,396	10,307,929	804,533	11,405,095	10,307,929	(1,097,166)
Other - nondepartmental	496,282	685,694	189,412	685,694	685,694	-
Total public safety	26,550,522	28,511,361	1,960,839	31,495,084	28,511,361	(2,983,723)
Public works:						
Streets & Lights	1,813,690	1,845,306	31,616	2,060,808	1,845,306	(215,502)
Engineering	1,047,132	982,754	(64,378)	1,468,682	982,754	(485,928)
Administration	691,444	652,580	(38,864)	714,260	652,580	(61,680)
Cemetery	294,026	287,592	(6,434)	309,401	287,592	(21,809)
Auto shop	925,361	860,719	(64,642)	2,390,469	860,719	(1,529,750)
Building maintenance	712,109	692,817	(19,292)	730,442	692,817	(37,625)
Inspection	1,071,518	1,250,716	179,198	1,235,645	1,250,716	15,071
Code Enforcement	202,759	164,983	(37,776)	264,106	164,983	(99,123)
Grounds maintenance	1,341,473	1,378,373	36,900	1,404,137	1,378,373	(25,764)
Total public works	8,099,512	8,115,840	16,328	10,577,950	8,115,840	(2,462,110)
Culture and recreation:						
Parks and recreation	7,883,999	8,328,718	444,719	8,642,895	8,328,718	(314,177)
Library	1,893,995	1,995,704	101,709	2,399,220	1,995,704	(403,516)
Other - nondepartmental	374,700	452,200	77,500	452,200	452,200	-
Total culture and recreation	10,152,694	10,776,622	623,928	11,494,315	10,776,622	(717,693)
Economic development:						
Development	606,347	588,831	(17,516)	723,979	588,831	(135,148)
Other - nondepartmental	884,885	976,947	92,062	1,804,866	976,947	(827,919)
Total economic development	1,491,232	1,565,778	74,546	2,528,845	1,565,778	(963,067)
Health:						
Animal control	122,650	121,246	(1,404)	139,686	121,246	(18,440)
Mobile Clinic	1,647	5,329	3,682	65,000	5,329	(59,671)
Other	386,375	461,123	74,748	578,946	461,123	(117,823)
Total health	510,672	587,698	77,026	783,632	587,698	(195,934)
Education	7,243,250	3,392,500	(3,850,750)	6,392,500	3,392,500	(3,000,000)
					-	-
Welfare	536,750	576,500	39,750	576,500	576,500	-
Capital outlay	34,778,696	20,413,552	(14,365,144)	38,809,821	20,413,552	(18,396,269)
Total expenditures	101,677,726	86,796,877	(14,880,848)	118,992,299	86,796,877	(32,195,422)
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	10,553,748	-	(10,553,748)	-	-	-
Transfers to other funds	5,854,651	4,571,637	(1,283,014)	4,508,930	4,571,637	62,707
Total transfers out	16,408,399	4,571,637	(11,836,762)	4,508,930	4,571,637	62,707
Total expenditures and other financing uses	$ 118,086,125	$ 91,368,514	$ (26,717,610)	$ 123,501,229	$ 91,368,514	$ (32,132,715)

City of Opelika
Capital Outlay (Interim Report)
Comparison of Actual and Budget to Prior Year
YTD September 2026 Preliminary (FY 26)
(in thousands of dollars)

	FYTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
GENERAL FUND						
General Government:						
Legislative	-	-	-	-	-	-
Executive	-	135,426	135,426	135,523	135,426	97
Legal	-	-	-	-	-	-
Adminstration	4,493,173	718,938	(3,774,235)	1,186,646	718,938	467,708
Accounting	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-
Information Technology	1,727,590	313,848	(1,413,742)	438,314	313,848	124,466
Revenue	-	-	-	-	-	-
Municipal Court	-	18,582	18,582	-	18,582	(18,582)
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total general government	$ 6,220,763	$ 1,186,794	$ (5,033,969)	$ 1,760,483	$ 1,186,794	$ 573,689
Public Safety:						
Police	2,124,135	810,424	(1,313,711)	803,449	810,424	(6,975)
Probation	-	-	-	-	-	-
Fire	2,155,454	712,879	(1,442,575)	851,574	712,879	138,695
Total public safety	$ 4,279,589	$ 1,523,303	$ (2,756,286)	$ 1,655,023	$ 1,523,303	$ 131,720
Public Works:						
Streets	6,503,218	11,528,213	5,024,995	23,814,837	11,528,213	12,286,624
Engineering	3,097,813	2,832,993	(264,820)	6,775,469	2,832,993	3,942,476
Administration	2,590,534	693,173	(1,897,361)	1,718,799	693,173	1,025,626
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	$ 12,191,565	$ 15,054,379	$ 2,862,814	$ 32,309,105	$ 15,054,379	$ 17,254,726
Culture and Recreation:						
Parks and Recreation	11,835,945	2,644,031	(9,191,914)	3,025,210	2,644,031	381,179
Library	250,836	-	(250,836)	60,000	-	60,000
Total culture and recreation	$ 12,086,781	$ 2,644,031	$ (9,442,750)	$ 3,085,210	$ 2,644,031	$ 441,179
Economic development	$ -	$ 5,043	$ 5,043	$ -	$ 5,043	$ (5,043)
Health, Education and Welfare	$ -	$ -	$ -	$ -	$ -	$ -
Total capital outlay expenditures	**$ 34,778,698**	**$ 20,413,550**	**$ (14,365,148)**	**$ 38,809,822**	**$ 20,413,550**	**$ 18,396,272**
PROPRIETARY FUNDS						
Electric	7,260,892	6,604,415	(656,477)	12,693,901	6,604,415	6,089,486
Sewer	581,147	6,421,986	5,840,839	5,259,745	6,421,986	(1,162,241)
Solid Waste	1,452,451	913,467	(538,984)	930,050	913,467	16,583
Total Proprietary funds	$ 9,294,490	$ 13,939,868	$ 4,645,378	$ 18,883,696	$ 13,939,868	$ 4,943,828
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	112,276	15,694	(96,582)	15,694	15,694	-
4 & 5 Cent Gas Tax fund - Street Resurfacing	66,800	66,800	-	66,800	66,800	-
Road Construction - Street Resurfacing & Paving	534,065	45,219	(488,846)	381,543	45,219	336,324
Sportsplex Improvements	554,903	173,859	(381,044)	276,796	173,859	102,937
Community Development	28,392	-	(28,392)	-	-	-
Capital Improvement funds - Other	1,169,084	2,212,197	1,043,113	4,677,587	2,212,197	2,465,390
Industrial Road Grant funds - Other	-	-	-	-	-	-
Total Other Governmental funds	$ 2,465,520	$ 2,513,769	$ 48,249	$ 5,418,420	$ 2,513,769	$ 2,904,651
Total	$ 46,538,708	$ 36,867,187	$ (9,671,521)	$ 63,111,938	$ 36,867,187	$ 26,244,751

CITY OF
OPELIKA
alabama

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

Monthly Permits for September 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	5	5
Plumbing Upgrades	0	1
Electrical Upgrades	1	13
Mechanical Upgrades	1	11
Reroofs And Roof Repairs	0	25
Mobile Home Services	0	4
Building Additions/Accessory Structures	1	5

Monthly Totals for September

2015	$	5,632,291.00
2016	$	4,650,764.00
2017	$	6,360,684.00
2018	$	2,986,513.00
2019	$	7,158,721.40
2020	$	23,558,025.99
2021	$	12,038,229.43
2022	$	14,357,293.00
2023	$	22,679,882.55
2024	$	17,380,577.25
2025	$	21,761,937.98
2026	$	17,690,402.63

Total Permits Issued

1	New Buildings: Commercial	$	1,404,000.00
8	Commercial Renovations And Repairs	$	4,681,231.00
3	Signs	$	36,870.00
30	New Single Family Homes	$	10,695,961.40
42	Residential Repairs And Renovations	$	872,340.23
0	New Apartment Units	$	-
0	New Duplex Residences	$	-

84	Total Permits for September 2026	**$**	**17,690,402.63**

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

September 2026

CITY OF
OPELIKA
alabama

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

FY 2026 Year End Report

Building Repairs	Commercial	Residential
Building Repairs	40	112
Plumbing Upgrades	10	31
Electrical Upgrades	22	116
Mechanical Upgrades	21	106
Reroofs And Roof Repairs	13	174
Mobile Home Services	0	29
Building Additions/Accessory Structures	8	70

Yearly Totals For Oct. 1st - Sept. 30th		
2016	$	127,079,852.00
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

Total Permits Issued:

34	New Buildings: Commercial	$	69,519,655.66
90	Commercial Renovations And Repairs	$	36,022,288.79
34	Signs	$	418,702.13
788	New Single Family Homes	$	187,738,574.75
396	Residential Repairs And Renovations	$	11,501,445.35
467	New Apartment Units	$	32,224,129.00
4	New Duplex Residences	$	160,000.00

1,813	Permit Total Issued for FY 2026	**$**	**337,584,795.68**

Jeff Kappelman
Chief Building Inspector

Monthly Permit Detail

Jeff Kappelman, Chief Building Official

$ 17,690,402.63 Total Valuation

Permits Details

Issue Date	Work Class	Address	Company Name	Valuation
9/1/2026	Roofs	1809 Jollit Ave	E&J CONSTRUCTION	$ 6,500.00
9/1/2026	Roofs	2703 Matsu Ln	SUPERIOR ROOFING CO	$ 12,873.00
9/1/2026	Swimming Pool	4221 Bonfire Blf	TROIKA POOL & SPA LLC	$ 111,434.00
9/1/2026	New Single Family Detached	510 Gray St	BROCK BUILT HOMES OF ALABAMA	$ 167,027.00
9/1/2026	Roofs	1408 Finchley Ct	ROOF RANGER CORP	$ 14,925.00
9/1/2026	Roofs	1406 Finchley Ct	ROOF RANGER CORP	$ 14,475.00
9/2/2026	Roofs	2100 Dutch Ct	OMEGA ROOFING LLC	$ 8,224.09
9/2/2026	Foundation	1406 S Fox Run Pkwy	CONTOUR RETAINING WALLS LLC	$ 438,200.00
9/2/2026	New Single Family Detached	1727 Red Oak Ave	BC STONE HOMES, LLC	$ 255,580.00
9/2/2026	New Single Family Detached	1902 Long Leaf Ln	BC STONE HOMES, LLC	$ 290,976.40
9/2/2026	Signs	101 N 5Th St	SIGN SOURCE	$ 7,200.00
9/2/2026	Roofs	511 Mclure Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$ 15,097.00
9/2/2026	Roofs	1800 Creekstone Dr	VALOR EXTERIORS	$ 10,725.00
9/3/2026	Roofs	1501 Sawyer Dr	PREFERRED ROOFING	$ 12,408.00
9/3/2026	New Single Family Detached	549 Windsor Dr	Toland Construction	$ 287,007.00
9/3/2026	Alteration	2102 S Long St		$ 20,000.00
9/3/2026	New Single Family Detached	2352 Lake Shadow Ln		$ 238,978.00
9/3/2026	Roofs	2410 Haley Ln	GUMBALL ROOFING LLC	$ 10,764.00
9/3/2026	New Single Family Detached	2164 Moraine Dr	Stone Martin Builders	$ 262,563.00
9/3/2026	New Single Family Detached	1612 Thatch Ave	STONE MARTIN COMMERICAL, LLC	$ 329,610.00
9/4/2026	New Single Family Detached	537 Windsor Dr	Toland Construction	$ 277,500.00
9/4/2026	Addition	1001 Fox Run Pkwy	OPELIKA SENIOR SRV/THE HARBOR AT OPELIKA	$ 14,300.00
9/4/2026	New Single Family Detached	1653 Kay Ct		$ 427,782.00
9/4/2026	Addition	1118 E Collinwood Cir	AUBURN DECK CO LLC dba DECKTECH	$ 12,687.09
9/4/2026	New Single Family Detached	723 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	$ 313,161.00

Monthly Permit Detail

9/5/2026	Roofs	1306 Northgate Dr	I AM ROOFING LLC	$	40,834.94
9/5/2026	New Single Family Detached	3575 Golden Eagle Ln	CONNER BROTHERS CONSTRUCTION	$	277,405.00
9/9/2026	Alteration	1534 2Nd Ste Unit: 4	HARA, LLC	$	47,000.00
9/10/2026	Roofs	1307 Lizlin St	RIVER REGION ROOFING LLC	$	17,244.00
9/10/2026	New Single Family Detached	2313 Lake Shadow Ln	Stone Martin Builders	$	240,190.00
9/10/2026	Addition	1765 Hidden Lakes Dr	CLS CONSTRUCTION	$	20,000.00
9/10/2026	Swimming Pool	1306 India Rd	SPLASH POOLS	$	42,000.00
9/10/2026	Swimming Pool	2085 Mourning Dove Ln	TIGER TOWN POOLS LLC	$	65,000.00
9/10/2026	New Single Family Detached	2082 Como Way	Stone Martin Builders	$	251,191.00
9/10/2026	Accessory Buildings	366 Gray St		$	1,700.00
9/10/2026	Fire Alarm	455 Westpoint Pkwy	ALABAMA FIRE CONTROL SYSTEMS LLC	$	11,460.00
9/11/2026	New Single Family Detached	1033 Hunters Way	Holland Homes	$	136,965.00
9/11/2026	Roofs	1401 Bonita Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	$	8,775.00
9/11/2026	New Single Family Attached	1029 Hunters Way	Holland Homes	$	138,998.00
9/11/2026	New Single Family Detached	756 Hunters Way	Holland Homes	$	143,018.00
9/11/2026	New Single Family Detached	3200 Chase Ct	HOLLAND HOMES LLC	$	165,016.00
9/11/2026	Signs	2495 Interstate Dr	SIGN SOURCE	$	26,670.00
9/11/2026	New Single Family Detached	3005 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	$	480,634.00
9/11/2026	Detached Garage	1155 Andrews Rd		$	42,000.00
9/12/2026	New Single Family Detached	3018 National Village Pkwy	CONNER BROTHERS CONSTRUCTION	$	257,772.00
9/13/2026	New Single Family Detached	1194 Arrowhead Ct	MICHAEL H HOMEBUILDERS	$	1,040,000.00
9/14/2026	Alteration	1405 India Rd	JAKE OF ALL TRADES	$	21,000.00
9/14/2026	Accessory Buildings	1219 Frederick Rd		$	40,000.00
9/15/2026	Roofs	502 Winterburn Ave	NATIONAL RESTORATION	$	19,000.00
9/15/2026	New Single Family Detached	1825 Hunt Ln	Upshaw Construction LLC	$	886,000.00
9/15/2026	Alteration	2560 Pepperell Pkwy	MICHAEL ALLEN GENERAL CONTACTORS	$	79,505.00
9/15/2026	Roofs	208 Vaughan Ave	SOL ROOFING LLC	$	6,500.00
9/15/2026	Alteration	801 Cutler Ridge Ct	AUBURN DECK CO LLC dba DECKTECH	$	27,134.92
9/16/2026	Roofs	407 Guinevere Ct	SUPERIOR ROOFING CO	$	32,900.00
9/17/2026	Decks	901 India Rd	AUBURN DECK CO LLC dba DECKTECH	$	23,541.79

Monthly Permit Detail

9/17/2026	Roofs	2004 Baton Ct	SOL ROOFING LLC	$	8,600.00
9/18/2026	Swimming Pool	2319 Cannon Gate Dr	SPLASH POOLS	$	48,300.00
9/18/2026	Roofs	1115 Sawyer Dr	PREFERRED ROOFING	$	15,250.00
9/19/2026	Roofs	940 Fox Run Pkwy	BATEN CONSTRUCTION LLC	$	15,000.00
9/19/2026	Roofs	2009 Glenwood Dr	B&L ROOFING	$	8,000.00
9/21/2026	Roofs	3001 Hickory Ln	OMEGA ROOFING LLC	$	2,962.61
9/22/2026	New Single Family Detached	2090 Mourning Dove Ln	WILLIAM T HARRELSON II Dba HARRELSON HOMES	$	1,249,424.00
9/22/2026	New	3615 Pepperell Pkwy	UPSHAW GENERAL CONTACTING & ROOFING	$	1,404,000.00
9/23/2026	Signs	126 S 8Th St	SIGN AND LIGHTING	$	3,000.00
9/23/2026	Alteration	303 Hall Ave	GOLD HILL CONSTRUCTION	$	11,205.00
9/23/2026	Alteration	206 S 8Th St	DAVID LANGSTON DBA SAUGAHATCHEE WOODW	$	20,000.00
9/23/2026	Roofs	2101 Hamilton Place St	SOL ROOFING LLC	$	13,680.00
9/23/2026	Roofs	900 Beauford Dr	HOMESOUTH ROOFING LLC	$	20,000.00
9/23/2026	New Single Family Detached	2912 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	$	324,104.00
9/23/2026	New Single Family Detached	2957 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	$	369,143.00
9/23/2026	New Single Family Detached	2949 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	$	337,329.00
9/24/2026	Carport	2709 Porter Dr		$	2,100.00
9/24/2026	Alteration	2011 Northhills Dr		$	7,000.00
9/24/2026	Roofs	915 Old Columbus Rd	PRECISION ROOFING ALABAMA	$	19,387.79
9/24/2026	New Single Family Detached	201 Merlin St	LOWDER NEW HOMES INC	$	369,451.00
9/25/2026	Alteration	2000 Pepperell Pkwy	BAILEY HARRIS CONSTRUCTION COMPANY	$	2,250,766.00
9/26/2026	Addition	2039 Como Way	CLS CONSTRUCTION	$	16,000.00
9/29/2026	Roofs	1913 Archer Way	OMEGA ROOFING LLC	$	10,462.00
9/29/2026	New Single Family Detached	1183 Palmer Lee Ln	TRADEMARK QUALITY HOMES INC	$	350,000.00
9/29/2026	New Single Family Detached	1115 Como Way	Stone Martin Builders	$	260,055.00
9/29/2026	Alteration	3100 S Uniroyal Rd	TK LLC	$	1,820,000.00
9/30/2026	New Single Family Detached	2920 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	$	324,877.00
9/30/2026	Roofs	3806 Flintwood Ln	SUPERIOR ROOFING CO	$	16,650.00
9/30/2026	New Single Family Detached	2228 Fuzzy Fls	EDGAR HUGHSTON BUILDER INC	$	244,205.00
				$	-

Business Name: The SOLO HOUSE 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 FOR 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

PERMIT APPLICATION

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

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

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

CONTACT INFORMATION

Event Organizer Name: Kelsey Sullivan

Event Name: Christmas in a Railroad Town

Organization Name: Opelika Main Street

Contact Phone: (334) 849-9923

Contact Email: kelsey@opelikamainstreet.org

Mailing Address: PO Box 2464 Opelika, AL 36803

Day Of Event Contact (if different than Event Organizer): _____

EVENT INFORMATION

Event Date: December 11 Event Time: 6pm-9pm

Type of Event: holiday festival

Event Description: performances from local choirs and dance studios, food trucks, craft area, free train rides, Shops open extended hours

Event Location Requested:

X Courthouse Square X Downtown Streets _____ Other Location

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

Parking lots @ Courthouse Square; Avenue B from 9th Street to 8th Street; 9th Street from Avenue B to Avenue A.

Event Time to include set up and break down: 5pm - 10pm

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

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

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

Will you require electrical power for your event? ☒ YES ☐ NO

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

Will your event have any temporary structures, stages, tents, inflatables, etc? If so, what? ☒ YES ☐ NO
Stage and tables

How many trash cans will you need? 10

# of anticipated attendees: 1200

ADDITIONAL INFORMATION REQUIRED:

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

RELEASE AND INDEMNIFICATION AGREEMENT

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

Done and executed this the 14 day of October, 2026.

Kelsey Sullivan

Name of Requestor/Releasor

OMS/City Representative

DOWNTOWN OPELIKA MAP

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

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



Sponsored by: Mayor Eddie Smith
and the Engineering Department

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the Andrews Road and Northpark Drive Concrete Intersection Project for the Engineering Department; and

WHEREAS, Landmark Grading Co., Inc. submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from Unassigned Funds;

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

1. That the contract be awarded to Landmark Grading Co., Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Landmark Grading Co., Inc. in the amount of $564,110.50.

3. That the Mayor be authorized to execute all documents pertaining to this contract.

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

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

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

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26035 – We are asking the Council to approve a contract for the Andrews Road and Northpark Drive Concrete Intersection Project

FACTS:

- Bid opening date – 10/6/26
- User Department – Engineering
- The bid was mailed to 18 vendors
- 4 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to Landmark Grading Co., Inc. for their low bid meeting specifications in the amount of $564,110.50.

BID# 26035 DATE: 10/6/26 DEPT: ENGINEERING			**18 VENDORS INVITED**	
DESCRIPTION: ANDREWS ROAD AND NORTHPARK DRIVE CONCRETE INTERSECTION PROJECT			**4 BIDS RECEIVED**	
VENDOR	**TOTAL**	**ALT BID TOTAL**		
AGX SITEWORX/EAC ENTERPRISES LLC	$ 1,089,703.66	--		
BAILEY-HARRIS CONSTRUCTION CO INC				
CB&A PROJECT MGMT SVCS LLC				
D & J ENTERPRISES				
EAST ALABAMA PAVING CO INC				
EVERGREEN SITEWORKS LLC				
GAMBLE WINTER CONSTRUCTION LLC				
HOLLAND AND SEALS GC				
HUDMON CONSTRUCTION CO INC				
JA SMITH LLC				
J C CONSTRUCTION	$ 932,140.00	--		
JLD ENTERPRISES LLC				
McELHENNEY CONSTRUCTION CO LLC				
ROBINSON PAVING CO				
SDAC	$ 677,112.50	--		
TOLAND CONSTRUCTION LLC				
WARR GRADING CONTRACTOR INC				
WS NEWELL & SONS INC				
Landmark Grading Co., Inc.	**$ 564,110.50**	**--**		

Sponsored by: Mayor Eddie Smith
and the Fire Department

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the construction of Opelika Fire Station #2 for the Fire Department; and

WHEREAS, Beasley Construction Services submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from Unassigned Funds;

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

1. That the contract be awarded to Beasley Construction Services on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Beasley Construction Services in the amount of $7,880,000.00.

3. That the Mayor be authorized to execute all documents pertaining to this contract.

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

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

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

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26028 – We are asking the Council to approve a contract for Opelika Fire Station #2.

FACTS:

- Bid opening date – 09/29/26
- User Department – Fire Department
- The bid was mailed to 29 vendors
- 9 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to Beasley Construction Services for their low bid meeting specifications in the amount of $7,880,000.00.

BID# 26028 DATE: 9/29/26 DEPT: FIRE				29 VENDORS INVITED
DESCRIPTION: OPELIKA FIRE STATION #2				9 BIDS RECEIVED
VENDOR	**TOTAL**	**TIME IN DAYS**	**ADD/DED**	**GRAND TOTAL**
AAA GENERAL CONTRACTORS INC				$ -
ALEXANDER CONTRACTING CO INC				$ -
BAILEY-HARRIS CONSTRUCTION CO INC				$ -
CAM BUILDERS				$ -
CARISLE SERVICES, LLC				$ -
CB&A PROJECT MGMT SVCS LLC				$ -
D & J ENTERPRISES INC				$ -
E MARSHALL LTD				$ -
FIRST TEAM CONSTRUCTION				$ -
FREEMAN & ASSOCIATES INC				$ -
GAMBLE WINTER CONSTRUCTION LLC	$ 8,431,321.00	420	$ -	$ 8,431,321.00
HOLLEY-HENLEY BUILDERS INC				$ -
HOSEY-LANCOUR CONSTRUCTION LLC				$ -
HUDMON CONSTRUCTION CO INC				$ -
J & L CONTRACTORS INC	$ 7,815,000.00	450	$ 318,500.00	$ 8,133,500.00
J A LETT CONSTRUCTION CO INC	$ 9,822,437.00	425	$ (36,000.00)	$ 9,786,437.00
JA SMITH LLC				$ -
JC CONSTRUCTION				$ -
JLD ENTERPRISES LLC				$ -
MOORE'S CONSTRUCTION LLC				$ -
RACO ALABAMA LLC				$ -
RUSSELL CONSTRUCTION OF AL INC				$ -
SDAC				$ -
STONE BUILDING				$ -
TOLAND CONSTRUCTION LLC				$ -
W B CONSTRUCTION LLC				$ -
WHATLEY CONSTRUCTION CO	$ 8,100,000.00	365	$ (60,200.00)	$ 8,039,800.00
WS NEWELL AND SONS INC				$ -
WW COMPTON CONTRACTOR LLC	$ 8,856,000.00	365	$ (100,000.00)	$ 8,756,000.00
Micheal Allen GC				$ -
Upshaw General Contracting				$ -
Beasley Construction	**$ 7,899,000.00**	**420**	**$ (19,000.00)**	**$ 7,880,000.00**
The Green-Simmons Co., Inc.	$ 8,600,000.00	425	$ -	$ 8,600,000.00
Matthes Parker General Contractors	$ 7,940,000.00	400	$ (16,000.00)	$ 7,924,000.00
Southeastern Industrial Construction LLC	$ 11,126,000.00	420	$ -	$ 11,126,000.00

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE ORDER IN CONNECTION WITH THE MASTER SERVICES AGREEMENT WITH GEOMARVEL, LLC

WHEREAS, GeoMarvel, LLC ("GeoMarvel") is a development company specializing in GIS services, including, but not limited to cloud infrastructure, workforce optimization, data analysis, training and migration; and

WHEREAS, GeoMarvel provides a wide variety of tools and development platforms to build cutting-edge geospatial solutions for its clients; and

WHEREAS, the City of Opelika (the "City") entered into a Master Services Agreement dated January 3, 2024, in an amount not to exceed $14,850 and City Council approval was not required; and

WHEREAS, the City desires to purchase 50 hours per month of managed services from GeoMarvel for 12 months pursuant to the terms of the Master Services Agreement at a fixed price of $90,000.00; and

WHEREAS, Purchase Order #2026080602 has been prepared by GeoMarvel 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 Purchase Order; and

WHEREAS, competitive bidding is not required for contracts securing professional and consulting services; and

WHEREAS, the funds for said managed services, estimated to be in the total amount of $90,000.00 will be paid from the IT Budget.

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

1. That the proposed Purchase Order, 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 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 Purchase Order.

2. That the Mayor is hereby authorized and directed to execute and deliver said Purchase Order 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 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 Purchase Order.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue all appropriate purchase orders to GeoMarvel for the provision of services as outlined in the Purchase Order attached hereto.

5. That the compensation to be paid to GeoMarvel pursuant to Purchase Order, estimated to be in the fixed amount of $90,000.00, shall be paid from the IT Budget.

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

ATTEST:

_____

CITY CLERK

Purchase Order

Agreement Number: 2026080602

GeoMarvel, LLC
210 North Union Street
Suite 110
Alexandria, Virginia 22314

Contact: Carolyn Gamble
Email: cgamble@geomarvel.com

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

Contact: Stephen Dawe
Email: sdawe@oplika-al.gov

DUNS: 06-597-2753

Quote Valid Through: 10/31/2026

Recitals:

This Purchase Order between the **City of Opelika** ("Client") and **GeoMarvel, LLC** ("GeoMarvel") is entered into in connection with **Master Services Agreement #GM202309281** between the parties dated **01/03/2024** ("Agreement"). All terms used, but not defined, herein shall have the meanings set forth in the Agreement.

Period of Performance:

The terms of this quotation shall become effective as of **11/01/2026** (the "Effective Date") and stay in effect for **12 months**, ending on **10/31/2027** (the "Termination" date), unless terminated earlier in accordance with the terms of this agreement.

Project Goals:

This purchase order is based on conversations between the City of Opelika and GeoMarvel and is intended for GeoMarvel to continue providing GIS Managed Services support for the City of Opelika. The service description is noted in the table below and may include (but not limited to) Enterprise infrastructure management support, system patching, upgrades, user management, as well as general support with GIS systems, COTS or custom applications, UX/UI enhancements, certificate renewal, ad-hoc troubleshooting support, app store maintenance or updates, version upgrades, minor bug fixes, and application data changes. GeoMarvel maintains the right to determine features and functionality that fall outside of this Service and may instead require further assessment, architecture design, or dedicated resources.

Project Assumptions:

- GeoMarvel will engage in consulting services as an independent contractor.
- Changes to the goals of this project will be monitored by GeoMarvel and, if appropriate, changes that are deemed to fall outside of the general nature of this agreement or have a substantial impact on the project budget will be brought before the Client for direction.
- Given the open nature of this agreement, GeoMarvel will not be bound by fixed timeline or deliverables, however will make every effort to align deliverable dates based on client priorities. GeoMarvel will perform work in a timely, professional and workmanlike manner in accordance with the scope outlined herein, and as much as reasonably possible within the allocated budget, to meet client expectations.
- Hours billed under this agreement may include: client and internal meetings; task execution; requirements tracking and management; project oversight; training; and documentation.
- The Client will receive regular reports on hours accrued for services performed under this statement of work. As such, GeoMarvel commits to tracking hours with accuracy and only for hours used in servicing the account and services requested.
- The timeline for service delivery may vary based on factors such as activity type, planning, preparation, assessment and the availability of resources from both the Client and GeoMarvel. GeoMarvel commits to performing the services in a timely, professional, and workmanlike manner.
- The Client will maintain or if necessary, procure any hardware or software required in support of the scope of services for this agreement. Costs provided by GeoMarvel do not reflect any Esri licensing fees, which must be supplied by the customer. GeoMarvel is available to provide recommendations and guidance related to Esri software licensing as needed.
- All work will be performed remotely unless otherwise requested by the Client. Any travel will occur within safe travel guidelines as determined by the Centers for Disease Control and Prevention (CDC), and under GeoMarvel's On-Site rates which are inclusive of direct and indirect labor and travel costs.

Service Start Date:

GeoMarvel acknowledges that the commencement of the project is contingent upon the availability of necessary resources. Typically, GeoMarvel anticipates a ramp-up period of 2 - 4 weeks between the execution of agreements and the initiation of service. However, since this is a continuation of existing support services, upon receipt of the signed Purchase Order, GeoMarvel will continue to work with the Client based on current project expectations. Both parties shall make reasonable efforts to accommodate each other's scheduling constraints and shall promptly communicate any necessary adjustments to ensure the smooth continuation and performance of the project.

Hours of Operation:

GeoMarvel resources will be available during regular business hours, which are defined as 9:00 AM to 5:00 PM Eastern Standard/Daylight Time.

Resolution Time:

GeoMarvel will make every reasonable effort to resolve service requests promptly. Resolution times will vary depending on the complexity of the service request, but will be communicated to the Client during the initial response.

Resources:

GeoMarvel may recommend updating resources as needed to support tasks identified by the Client. GeoMarvel resources will work under direction of the Client's leadership, who will work with GeoMarvel Project/Account Manager(s), to approve high level goals and milestones to be performed under this Purchase Order. Resources will be billed in accordance with GeoMarvel's Services Resource Rates.

Service Reporting:

The Client will receive regular reports on hours accrued for services performed under this statement of work. As such, GeoMarvel commits to tracking hours with accuracy and only for hours used in servicing the account and services requested. Ad-hoc reports and status of hours may also be requested at any time.

Service Description:

Material	QTY	Description	Total
48575-3	1	**Managed Services Term (50 Hours Monthly - 600 Contract Hours)** Core Managed Services are intended to support ArcGIS Enterprise maintenance and upkeep, including but not limited to: Regular System Monitoring and Reporting | Monthly Enterprise Health Check | Monthly Patching and Updates | Ad-hoc Critical Patching | Annual ArcGIS Enterprise Upgrade | Annual ArcGIS License Renewal | ArcGIS Enterprise Enablement Support. Remaining hours may extend to include: Single Sign-On Management | Virtual Database Administration | Reports and Dashboard Maintenance | Consumption Monitoring and Optimization | Desktop and Device Management support | Active Directory Federation | DNS/Domain Management | Data Loss Prevention | ArcGIS Runtime Support | ArcGIS COTS Application Management and Support | Enterprise GeoDatabase Support | ArcGIS Pro updates | Future-state Architecture Design. A baseline level of service hours is expected to be utilized each month to provide consistent, ongoing support. Beyond this core monthly allocation, any remaining hours may be used at the Client's discretion for additional priorities, including project-based work, extended analysis, or other managed services support needs as they arise.	$90,000.00* *Includes discounted rate for dedicated resources.
		Items Subtotal:	$90,000.00
		Sales Tax:	$0.00
		Total:	**$90,000.00**

Fees (FFP):

As full fees for the services rendered pursuant to this Agreement, the Client shall pay GeoMarvel on a Firm Fixed Price (FFP) basis. The services provided will be billed either up-front in full or in two (2) equal installments. Installment payment invoices would be issued once at the beginning of service, and again after six (6) months of service. Payment by the Client is made within thirty (30) days of proper submission and acceptance of the invoice and the supporting documentation.

Payment Term:

Please select one of the following:
Note: *If no selection is made, GeoMarvel will invoice for the full amount up front.*

☐ I agree to be billed up front for the full amount of **$90,000.00.**

☐ I agree to be billed in two installments of **$45,000.00.**

Sales Tax:

Please select one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Contact me if exempt information is not currently on file with GeoMarvel.

Notices:

Any notice to be given by either party to the other will be in writing and will be deemed to be given on the date that it is delivered personally or sent by registered or certified mail, return receipt requested to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt. As an alternative to physical delivery, any notice may be delivered in electronic form to any individual named in this Contract who will be considered a capable receiving party for documents or notices on behalf of GeoMarvel or Client. Electronic notice shall be deemed received if delivered to the email address of the recipient as provided herein. If delivered electronically following close of business (5 PM EST/EDT) the notice will be deemed received on the following day of business.

If to GeoMarvel:

GeoMarvel, LLC

210 North Union Street

Suite 110

Alexandria, Virginia 22314

Contact Name: Rick Snell

Contact Email: rsnell@geomarvel.com

If to Client:

Name: City of Opelika, Alabama

Address: _____

Address 2: _____

City, State Zip: _____

Contact Name: _____

Contact Email: _____

Invoice Information:

Remittance Name: _____

Remittance Email: _____

Authorization:

If you have made any alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, then any changes must be communicated to GeoMarvel and accepted in order for the terms of the purchase order to be accepted. You will be contacted by your GeoMarvel Customer Service Representative if additional information is required to complete your request.

Signatures:

By signing below, you confirm that you are authorized to obligate funds for your organization, and you are authorizing GeoMarvel to issue invoices for services provided in accordance with Fees and associated Rates listed in this Purchase Order. Do not use this form if your organization will not honor and pay GeoMarvel's invoice without additional authorization paperwork.

I hereby agree to the terms and conditions set forth in this **Purchase Order #: 2026080602.**

Company: GeoMarvel, LLC	**Company: City of Opelika, AL**
_____	_____
Signature	**Signature**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING QUOTATION FROM CDW GOVERNMENT, LLC, FOR KITEWORKS PRIVATE DATA NETWORK

WHEREAS, Kiteworks USA, LLC ("Kiteworks") enables government agencies and contractors to protect sensitive information that keeps constituents safe while maintaining mission continuity; and

WHEREAS, all data exchanged via email, file sharing, managed file transfer, SFTP, or web forms receives centralized governance, protection and tracking; and

WHEREAS, CDW Government LLC ("CDW") is the National IPA Technology Solutions, an Omnia Partner, Vendor for Kiteworks software; and

WHEREAS, the purchase of goods and services through an approved purchasing cooperative, such as National IPA Technology Solutions, an Omnia Partner, is exempt from the Alabama Competitive Bid Law; 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 cost of the software subscription renewal as provided in said quotation is $36,801.77, and the Chief Information Officer has certified that funds for the purchase of the software are available in the IT Maintenance 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 amount to be paid to CDW Government, LLC, for the Kiteworks software as provided in the Quotation shall be paid from the IT Maintenance Budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW Government, LLC, a purchase order for the purchase of the Kiteworks software in the amount of $36,801.77 as referenced above.

6. 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.

7. 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 legally 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 Quote.

8. 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

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

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
PZLK301	8/27/2026	KITEWORKS RNW	0936449	$36,801.77

IMPORTANT - PLEASE READ

Special Instructions: Kiteworks products and solutions are not returnable. All sales are final.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
KITEWORKS DATA POLICY ENGINE FEDRAMP Mfg. Part#: KW-DPE-KHF-CO Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	1	9231780	$0.00	$0.00
KITEWORKS ENT SEC FILE SHARING Mfg. Part#: KW-KE-BNFIPSGOV-KHF2 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	175	9075806	$185.26	$32,420.50
KITEWORKS 1GB ADDITIONAL STORAGE Mfg. Part#: KW-KE-ST-KHF Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	400	8498134	$2.00	$800.00
KITEWORKS HOSTED ENT AV Mfg. Part#: KW-KE-AV-KHF Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	1	8427694	$596.88	$596.88
KITEWORKS HOSTED APPLIANCE	1	8427697	$2,984.39	$2,984.39

QUOTE DETAILS (CONT.)

Mfg. Part#: KW-KE-KHF-SVR-AWS-FEDE
Electronic distribution - NO MEDIA
Contract: OMNIA Mesa 2024056-01 (2024056-01)

SUBTOTAL	$36,801.77
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$36,801.77**

PURCHASER BILLING INFO	DELIVER TO
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

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

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.

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CDW•G

Your Go-To Contracts for IT Solutions

We realize a true solutions provider must go beyond fulfilment. 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

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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

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

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING QUOTATION FROM ESRI FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) LICENSED MAPPING SOFTWARE

WHEREAS, ESRI ("ESRI") is a global market leader in geographic information system (GIS) software, location intelligence and mapping; and

WHEREAS, ESRI's GIS mapping software uses geocoding to transform addresses into points on a map and to set up multimodal routes; and

WHEREAS, with ESRI's GIS mapping software, the City will be able to create maps that display data dynamically as soon as it is updated and improve the decision-making process by referencing the most up-to-date data; and

WHEREAS, the Chief Information Officer has determined that a three-year agreement for ESRI's licensed software will maintain and enhance the City's operational and technical capability; and

WHEREAS, the City has received a quotation from ESRI for a three-year agreement to utilize the GIS mapping software; and

WHEREAS, the compensation to be paid to ESRI over the three-year term of the Contract is $126,600.00 ($42,200 per year); and

WHEREAS, contractual services for which there is only one vendor or supplier is exempt from competitive bidding; and

WHEREAS, the Chief Information Officer has certified that funds for the ESRI GIS mapping software 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 submitted by Esri for the GIS mapping software subscription,

a copy of which is attached and marked as Exhibit “A”, be and the same is hereby approved, authorized, ratified, and confirmed.

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

3. That the Purchasing-Revenue Manager is hereby authorized and directed to issue all necessary and appropriate purchase orders as may be necessary to carry out 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.

_____
PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____
CITY CLERK

Quotation # Q-581507

Date: August 21, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 4260 Contract #

City of Opelika
Information Technologies Dept
204 S 7th St
Opelika, AL 36801-4904

ATTENTION: James Bush
PHONE: 3347052144 x2144
EMAIL: jabush@opelika-al.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/21/2026 To: 11/19/2026

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$126,600.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$126,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Tyler Nuttall	tnuttall@esri.com	(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Sponsored by: Mayor Eddie Smith
and the Opelika Police Department

RESOLUTION NO. _____

APPLY FOR/ACCEPT THE 2026 BYRNE JUSTICE ASSISTANCE GRANT – OPD

WHEREAS, The City of Opelika participates each year in the application of a BYRNE JUSTICE ASSISTANCE GRANT.

WHEREAS, The total amount of the Grant Application is $23,099.00.

WHEREAS, The Mayor's signature is required for this Grant Application/Acceptance.

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

1. The Mayor of the City of Opelika is authorized to sign all documents pertaining to this grant application and/or the receiving of these grant funds.

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: Allow the Mayor to sign an application/acceptance for the 2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

FACTS:

- The City of Opelika participates each year in the application/acceptance for a BYRNE JUSTICE ASSISTANCE GRANT.
- The amount of this grant application/acceptance is $23.099.00.
- Opelika Police Department plans to use the allotted award to purchasing approximately 24 rifle rated ballistic plates for vests.

RECOMMENDATIONS:

Authorize the Mayor of the City of Opelika to sign all documents pertaining to this grant application and/or the receiving of these grant funds.

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ANNUAL EXCESS LOSS INSURANCE CONTRACT WITH LLOYD'S

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

1. That the Mayor is hereby authorized and directed to contract with Lloyd's to procure Excess Loss insurance coverage as detailed in Attachment "A". The policy term is for one (1) year beginning October 1, 2026, and ending September 30, 2027.

2. That monthly Excess Loss insurance premiums are to be paid to Lloyd's. Cobbs Allen & Hall, Inc., the City's insurance Broker, will be compensated a monthly commission fee of $2,500.00.

3. That the Mayor and other appropriate officers of the City of Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policy and coverage.

4. That the Mayor and the City Treasurer are hereby authorized and directed to pay all premiums for said insurance and coverage from the Health Insurance Fund.

5. That the Controller is authorized to adjust the 2026-2027 Budget as necessary for the insurance contract approved by this resolution.

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

Lloyd's Self-Insured Medical Stop Loss Insurance

DATE:	02-Oct-26
PROPOSED INSURED:	**City Of Opelika**
PERIOD:	12 months at: 1st October 2026
CARRIER:	Certain Underwriter's at Lloyd's Per Binding Authority F33098926 A+ STRONG Standard and Poor's A (EXCELLENT) AM Best's
Third Party Administrator:	BCBS Alabama
PPO Network	BCBS
Single Employees:	223
Family Employees:	186
Total Employees:	409

SPECIFIC COVERAGE:

Specific terms assume Medical and RX coverage is included.

	Option 1
Contract Basis:	24/12
Specific Deductible:	$200,000
Minimum Aggregating Specific Corridor:	$50,000
Annual Maximum Specific Limit:	UNLIMITED
Single Employee Premium Rate:	$88.87
Family Employee Premium Rate:	$231.84
Composite Employee Premium Rate:	$153.89
Annual Specific Premium:	$755,269

QUOTE CONDITIONS:

1. Subject to signed application and disclosure prior to binding
2. Quote is based on plan benefits contained in the request for proposal. No changes to plan benefits or PPO network unless agreed by Lloyd's.
3. No claims will be payable without a current signed plan document.
4. The premium may include administrative fees charged by UTIC Insurance Company for services provided.
5. Premium rates include Alabama Surplus Lines Tax at 6.175%
6. Commission - net basis to the Broker.
7. If enrollment fluctuates by more than 30% up or down during the plan year then Underwriter's retain the right to re-underwrite the terms.
8. Terms are firm until 2nd October 2026.

Further information on Lloyd's is available at www.lloyds.com
It is your duty to disclose all material facts to underwriters/reinsurers prior to inception of the policy, and to keep them advised of any such facts or changes to such facts throughout the currency of the policy, and upon renewal of the policy. All material information concerning the risk including any loss or claim statistics should be accurate and kept up to date at all times. A material fact is a fact which may influence an underwriter's judgment in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to disclose material facts may entitle underwriters to void the policy from inception.

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE BUILDING INSPECTION DIVISION BY ADDING AN ASSISTANT CHIEF BUILDING INSPECTOR POSITION

WHEREAS, the Building Inspection Division of the Opelika Planning Department desires to add the position of Assistant Chief Building Inspector at pay grade 118; and

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of the Building Inspection Division of the City of Opelika; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the Building Inspection Division; and

WHEREAS, sufficient funds are available in the operating budget of the Building Inspection Division to cover the increased costs of reclassifying said position.

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

1. That a new position is hereby created in the Building Inspection Division of the Planning Department entitled Assistant Chief Building Inspector is hereby approved and authorized by the City Council at pay grade 118.

2. That the Chief Building Inspector and the Human Resources Director are hereby authorized and directed to modify the organizational chart of the Building Inspection Division to implement the changes in personnel as contemplated by this Resolution.

3. That the attached amendment to the organization chart and pay grade for the new position (Exhibit “A”) shall become effective on November 1, 2026,

4. That this Resolution shall take effect on 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

CITY OF OPELIKA
POSITION DESCRIPTION

Assistant Chief Building Inspector
Building Inspection Division

Job Summary

This position is FLSA exempt (full-time). The essential function of the position within the organization is to inspect buildings and structures for compliance with applicable codes and ordinances. The position is responsible for performing inspections, enforcing codes and ordinances, reviewing building plans, providing customer service, maintaining records, and preparing reports. The position works under general supervision independently developing work methods and sequences.

Minimum Qualifications

- This position requires a high school diploma or GED; supplemented by vocational/technical training or certification(s) in building mechanical systems, building construction, or building inspection; supplemented by six (6) to nine (9) years previous experience and/or training that includes building inspection, building mechanical systems, or building construction; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- Requires State of Alabama Driver's License.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- The Assistant Chief Building Inspector works under the direct supervision of the Chief Building Inspector and is responsible for assisting the Chief Building Inspector in enforcing the building code ordinances and State of Alabama Law.
- Assists in overseeing the Building Inspection Division, as assigned. Acts as Chief in his/her absence.
- Provides code and ordinance related information to the public, City staff, contractors, and architects; reviews construction plans and specifications and advises contractors on non-compliance areas.
- Oversee the plans review functions and is responsible for submitting changes required for the plans to architects and engineers. Ensure submitted plans comply with the building codes prior to permitting.
- Maintains records of inspection activities; prepares routine and special reports; files reports on construction projects as required.

- Reviews and evaluates data from engineers; performs periodic checks of contractor licenses to ensure currency.
- Stays abreast of changes in building codes and ordinances and new trends and innovations in building construction.
- Operates a motor vehicle to transport self to and from inspection sites.
- Experiences exposure to excessive noise, moving machinery, vehicular traffic fumes, chemicals, or other irritating substances.
- Remains both in a stationary position and moves about various construction sites to inspect building systems.
- This position continuously works alone in extreme outdoor weather conditions where they conduct physical on-site building, structural, electrical, mechanical, and plumbing inspections to ensure compliance with applicable codes and ordinances.
- Positions self to inspect low, tight, or confined spaces and to ascend or descend ladders or stairs to inspect attics, multi-story buildings, roofs, basements, and crawl spaces.
- The person in this position must possess normal or corrected:
    - Visual acuity and field of vision, color perception, depth perception, and texture perception to perform thorough inspections.
    - Ability to accurately detect and identify fumes or odors throughout a work site.
    - Ability to communicate and exchange information with others.

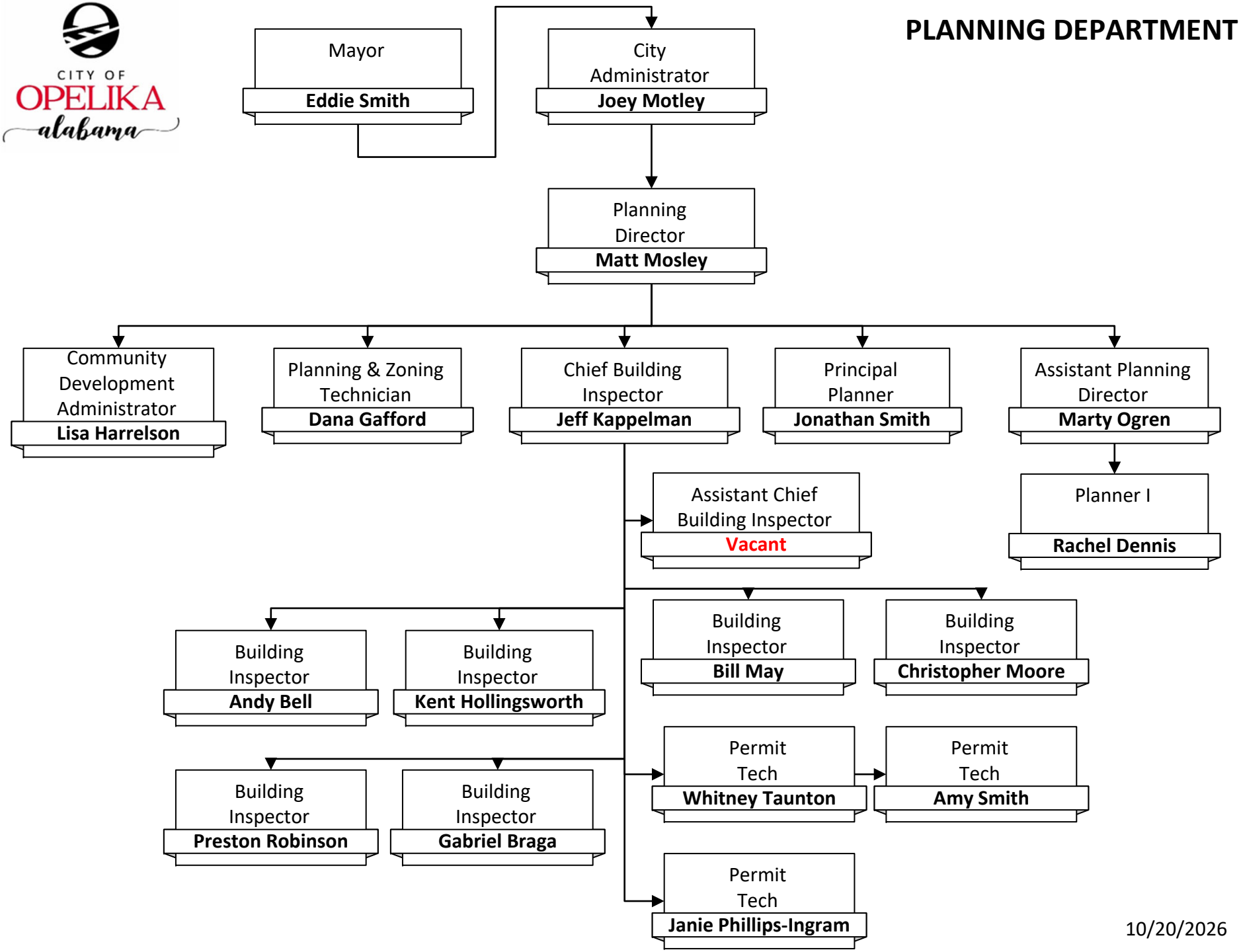
Marginal Job Functions

- This position works with others in a professional office environment where they perform routine office tasks such as preparing correspondence, data entry, filing, faxing, telephoning, and photocopying.
- Travels to attend workshops, training seminars, and events to improve technical or professional skills.
- Navigates across sub-surface locations such as crawl spaces or utility holes. Navigates across uneven terrain or slippery surfaces and elevated locations such scaffolding while performing inspections.
- Transports equipment weighing up to 30 lbs.
- Other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

Employment Policy

The City of Opelika is an Equal Opportunity Employer. We do not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, protected veteran status, pregnancy, or any other characteristic protected by applicable federal, state, or local law. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-5130 or at ADA@opelika-al.gov .

PLANNING DEPARTMENT



10/20/2026

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 Envision Opelika Foundation, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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 Envision Opelika Foundation Inc., 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 Envision Opelika Foundation, Inc., a 501(c)(3) corporation, hereinafter referred to as "Envision", 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, Envision agrees to provide the following services:

    - Support local civic groups by promoting projects to benefit the public interest, including, but not limited to the renovations of the former Miriam S. Brown School or former Southside School.
    - Provide the framework to raise and invest funds with respect to the renovation of the former Miriam S. Brown School/Southside School.
    - Support and assist the Character Council, the Opelika First Class Pre-K Academy and Extended Day Programs and Worthy Squared to accomplish its goals.
    - Assist donors in achieving their philanthropic goals for the betterment of Opelika.
    - Support the initial goals of the Envision Opelika Foundation as well as other community projects.
    - Promote the revitalization of downtown Opelika.
    - Provide the framework for First Class Pre-K classes.
    - Work to achieve green spaces, recreational spaces, pedestrian, and bicycle trails including the newly established Creekline Trails of Opelika and a proposed park on McCoy Street.

3. As compensation for the services rendered hereunder, the City agrees to pay to Envision, for the term of this agreement the sum of $25,000.00 payable in lump sum upon approval and execution of this contract.

4. Envision shall maintain records as to all costs and expenses incurred in performing the services listed above. Envision shall provide the City, upon

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

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

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

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

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

Envision Opelika Foundation, Inc.

BY: _____
Board of Directors - Chairperson

ATTEST:

_____
Executive Director

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 Lee County Rabies Officer a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified, and confirmed.

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 Lee County Rabies Officer, 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 CONTRACT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Lee County Rabies Officer, hereinafter referred to as the "RABIES OFFICER", on this the 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. The Rabies Officer agrees to provide the City with the following services:

   (a) To handle all cases involving animals biting or scratching humans.
   (b) To ensure that any animal that bites or scratches a person is quarantined by a veterinarian or is tested for rabies according to Alabama law.
   (c) To work with the City's animal control division in an advisory capacity.
   (d) To provide emergency care for animals picked up by animal control until the owners are contacted.
   (e) To offer opinions on disposition of animals that are injured or deemed suffering and their owners are unidentified.
   (f) Strive to make sure that all pets are vaccinated yearly for rabies.
   (g) To work with animal control concerning problems with wild animals as it pertains to rabies.
   (h) To provide a quarterly and year-to-date bite report to the Opelika City Clerk. This report shall provide the following for each rabies incident: bite date, report date, owners name, victims name and animal type. This information shall be detailed for Opelika and for the County and Auburn (as available). This report is due in the City Clerk's office by the 15th of the month following the end of the quarter.

3. As compensation for services rendered hereunder, the City agrees to pay to the Rabies Officer for a term of twelve (12) months commencing October 1st, 2026, the sum of $6,000.00, payable in equal monthly installments of $500.00 on the 15th day of each month during the term of this Agreement.

4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Rabies Officer and shall not be liable for any debts or obligations incurred by the Rabies Officer nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Rabies Officer, nor shall Rabies Officer at any time or times use the name or credit of said City in purchasing or attempting to purchase equipment, supplies or any other thing whatsoever.

5. Rabies Officer in performance of his obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at his own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Rabies Officer, provided herein, or performed, but on the contrary, Rabies Officer shall be wholly responsible therefore.

6. Rabies Officer shall not transfer or assign this Agreement without the prior written consent of the City.

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

8. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other.

9. For the purpose of this Agreement, Rabies Officer means the duly licensed veterinarian appointed by the County Board of Health to enforce the rabies laws of the State of Alabama.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2026.

CITY OF OPELIKA, ALABAMA

BY: _____
Eddie Smith
Mayor

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE LEE COUNTY YOUTH DEVELOPMENT CENTER

WHEREAS, the Lee County Youth Development Center ("LCYDC") offers services and care for youth and families in the areas of prevention, intervention and residential care; and

WHEREAS, the mission of LCYDC is to offer hope to children and families and strengthening communities; and

WHEREAS, the City of Opelika, Alabama (the "City") wishes to support LCYDC in its mission to improve the quality of life for children, families and our community; and

WHEREAS, the LCYDC has applied for funds from the City of Opelika (the"City"); and

WHEREAS, a proposed Contract for Services (the "Agreement") between the City and the 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 Agreement; and

WHEREAS, the appropriated funding for the Agreement is available in the unassigned fund balance.

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

1. That the proposed Funding Agreement (the "Agreement") between the City and the LCYDC, a copy of which is attached hereto and marked as Exhibit "A", providing $30,000 to LCYDC for the performance of services, 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 the Agreement.

2. That the Mayor is hereby authorized and empowered to execute the Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized to affix the seal of the City of Opelika thereto and to attest the same.

3. That the City Council hereby declares and determines that said expenditure of public funds serves a public purpose by providing services to the community.

3. That the Mayor and the Controller are hereby authorized and directed to make all

necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of $30,000.00 to carry into effect the intent of this Resolution.

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

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

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

_____

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

ATTEST:

_____

CITY CLERK

STATE OF ALABAMA)
: **CONTRACT FOR SERVICES**
COUNTY OF LEE)

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and Lee County Youth Development Center, Inc., a 501(c)(3) corporation, hereinafter referred to as "LCYDC", 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, 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 $30,000.00 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, 2028.

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: _____
Executive Director

ATTEST:

_____
Witness

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 Opelika First Class Pre-K Academy, 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 Opelika First Class Pre-K Academy, 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 Opelika First Class Pre-K Academy, a program of the Envision Opelika Foundation, a 501(c)(3) corporation, hereinafter referred to as "Pre-K", 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, Pre-K agrees to provide the following services:

   - Have 3 classes of Pre-K with a maximum of 18 children in each class.
   - Adhere to the State of Alabama's First Class Pre-K program and curriculum.
   - Maintain an After-School Program M-F on the days school is in session until 5:30 pm.
   - Maintain a summer program when school is not in session.
   - Abide by calendar that is in sync with the city school system.
   - Nurture all children under the Academy's care.
   - Provide services that address learning and language delays.
   - Provide speech therapy when needed.

3. As compensation for the services rendered hereunder, the City agrees to pay to Pre-K, for the term of this agreement the sum of $21,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

8. Pre-K 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. Pre-K 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 Pre-K are performed, but on the contrary, Pre-K 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. Pre-K 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. Pre-K 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

Opelika First Class Pre-K Academy

BY: _____
Director

ATTEST:

_____
Envision Opelika Foundation-Treasurer

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 Opelika Main Street, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed.

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 Opelika Main Street, Inc., 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 Opelika Main Street Inc., a 501(c)(3) corporation, hereinafter referred to as "Main Street", 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 on the 30th day of September, 2027.

2. During the term of this contract, Main Street agrees to provide the following services:

   - Promote and maintain an attractive downtown image for Opelika.
   - Support and maintain active downtown commerce in Opelika.
   - Promote and maintain the heritage and character of downtown Opelika.
   - Coordinate and work closely with other agencies to make downtown Opelika easily and safely accessible.
   - Assist the City with all requests and applications submitted for events to be held at Courthouse Square and/or Downtown Street Closures.
   - Conduct or assist with special events downtown; On The Tracks: Wine Event (Fall), Spring Event, Touch-A-Truck (Summer), Holiday Open House (November), and Christmas in a Railroad Town (December).
   - Work with the Opelika Historic Preservation Society, Auburn-Opelika Tourism Bureau, the North Opelika Historic Neighborhood Association, and the Museum of East Alabama, to promote and encourage Walking and Driving Tours of Opelika's Historic Districts and package group tours when requested.
   - Continue working with downtown property and business owners to encourage building improvements using the Main Street Façade program when required.

3. As compensation for the services rendered hereunder, the City agrees to pay to Main Street, for the term of this agreement the sum of $60,000.00 payable in lump sum upon approval and execution of this contract.

4. Main Street shall maintain records as to all costs and expenses incurred in performing the services listed above. Main Street shall provide the City, upon written request by the City to Main Street, a full and accurate accounting, with

such detail as the City may reasonably require, of all expenditures incurred by Main Street in performing such services. Main Street shall furnish to the City copies of invoices relating to such expenditures. Main Street will also retain all records related to Program Funding until October 1, 2028.

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

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

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

8. Main Street 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. Main Street 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 Main Street are performed, but on the contrary, Main Street 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. Main Street 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. Main Street 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

Opelika Main Street, Inc

BY: Lisa Harrelson
Board Representative

ATTEST:

Kelsey Sumrall
Executive Director

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 PRF Teaching Ministry, 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 PRF Teaching Ministry, 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 PRF Teaching Ministry, a 501(c)(3) corporation, hereinafter referred to as "PRF", 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, PRF agrees to provide the following services:

   - To educate and train participants to become more aware of the consequences of their actions and non-actions related to credit and debt.
   - To educate and train participants to develop a spending plan.
   - To educate and train participants to formulate effective saving strategies.
   - To educate and train participants to work towards creating wealth opportunities for individuals and families.

3. As compensation for the services rendered hereunder, the City agrees to pay to PRF, for the term of this agreement the sum of $60,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

8. PRF 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. PRF 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 PRF are performed, but on the contrary, PRF 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. PRF 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. PRF 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 1ST day of OCTOBER, 2026.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

PRF Teaching Ministry (PRF)

BY: _____
Executive Director

ATTEST:

_____
Witness

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 Storybook Farm, 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 Storybook Farm, 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 Storybook Farm, a 501(c)(3) corporation, hereinafter referred to as "Farm", 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, Farm agrees to provide the following services:

   - Provide, at no cost to the participants, therapeutic horseback riding and creative activities to children from the Opelika community with life threatening illnesses, chronic diseases, disabilities, and children who have suffered a loss.

3. As compensation for the services rendered hereunder, the City agrees to pay to Farm, for the term of this agreement the sum of $25,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

8. Farm agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.

9. Farm in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by Farm are performed, but on the contrary, Farm shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

10. Farm agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.

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

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

Storybook Farm, Inc.

BY: Dena H White
Founder/Executive Director

ATTEST:

_____
Witness

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 Dream Day Foundation Inc., 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 Dream Day Foundation Inc., 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 Dream Day Foundation, Inc., a 501(c)(3) corporation, hereinafter referred to as "DDF", 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, DDF agrees to provide the following services:

    - Promote and facilitate the annual Dr. Martin Luther King, Jr. Celebration at the Opelika Performing Arts Center.
    - Promote and facilitate both the "Teen Summit and Black Male Summit" to further promote personal and professional growth.
    - Promote and facilitate the "Lean on Me Summit" to further discussion in the community about bullying, depression, suicide, mental health, and self-care.
    - Maintain the Youth Scholarship Program to provide educational opportunities and financial assistance to underprivileged youth in the community.

3. As compensation for the services rendered hereunder, the City agrees to pay to DDF, for the term of this agreement the sum of $10,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

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

Dream Day Foundation, Inc.

BY: Marvin A. Sankey
Executive Director

ATTEST:

_____
Witness

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 Food Bank of East Alabama, Inc. 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 Food Bank of East Alabama, Inc. 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 Food Bank of East Alabama, Inc., a 501(c)(3) corporation, hereinafter referred to as "Food Bank", 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, Food Bank agrees to provide the following services:

   - To purchase meats, produce and non-perishable food items to provide meals for poor individuals and families in the Opelika community.
   - To be used to support the various programs operated by the Food Bank in the Opelika community.
   - To pay the salaries of staff and operating expenses.

3. As compensation for the services rendered hereunder, the City agrees to pay to Food Bank, for the term of this agreement the sum of $25,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

8. Food Bank 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. Food Bank 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 Food Bank are performed, but on the contrary, Food Bank 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. Food Bank 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. Food Bank 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

The Food Bank of East Alabama, Inc.

BY: _____
Executive Director

ATTEST:

_____
Witness

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 Museum of East Alabama, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified, and confirmed.

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 Museum of East Alabama, 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 Museum of East Alabama, a 501(c)(3) corporation, hereinafter referred to as "Museum", 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, Museum agrees to provide the following services:

   - To collect any material, equipment or personal property, which will help illustrate the history of East Alabama, including but not limited to its exploration, settlement, and development.
   - Preserve the historical records of significant events, which have occurred in the East Alabama area.
   - Operate and maintain public facilities in both downtown Opelika and other areas which have been deeded to the Museum of East Alabama for exhibition of historical artifacts of the City and East Alabama.

3. As compensation for the services rendered hereunder, the City agrees to pay to Museum, for the term of this agreement the sum of $35,000.00 payable in quarterly payments upon approval and execution of this contract.

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

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

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

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

8. Museum 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. Museum 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 Museum are performed, but on the contrary, Museum 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. Museum 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. Museum 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 15 day of October, 2026.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

The Museum of East Alabama

BY: _____
Executive Director

ATTEST:

_____
Witness

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO ENVISION OPELIKA AUTHORIZING A CONTRACT FOR SERVICES WITH ENVISION OPELIKA FOR THE RENOVATION OF THE BARBARA H. PATTON SOUTHSIDE CENTER FOR THE ARTS (FORMERLY KNOWN AS THE MIRIAM BROWN SCHOOL)

WHEREAS, the Barbara H. Patton Southside Center for the Arts (the Center) is a historic structure formerly known as the Miriam Brown School; and

WHEREAS, the Center features administrative offices, a three hundred (300) seat auditorium, meeting/conference spaces and galleries for student and professional art; and

WHEREAS, The Center is a cooperative venture between The Arts Association of East Alabama, Envision Opelika and the City of Opelika and has received grant funding of approximately $108,000.00; and

WHEREAS, building restoration efforts have been ongoing at the Center facility, are supported by the current contract between the City and Envision Opelika, and said restoration efforts remain true to the building's historic character while allowing for functional upgrades for contemporary use; and

WHEREAS, the City Council desires to approve an appropriation in the amount of $136,176.00 from budgeted capital funds to assist Envision with those efforts; and

WHEREAS, a proposed Contract for Services to be entered into between the City and Envision Opelika has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

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

1. That there is hereby approved from a special appropriation to Envision Opelika Foundation, Inc., in the amount of $136,176.00 for the purpose of supporting the restoration of the Barbara H. Patton Southside Center for the Arts.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose.

3. That the proposed Contract for Services to be entered into between the City and Envision Opelika, 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 Contract.

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

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

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.

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

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

_____

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

ATTEST:

_____

CITY CLERK

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIRTY-SIX-MONTH CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND ENVISION OPELIKA FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and Envision Opelika Foundation, Inc., a non-profit corporation, herein after referred to as "Envision Opelika, as of this 21st day of October, 2026.

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

1. The term of the agreement shall be for a period of three years commencing November 1, 2026, and ending at midnight on September 30, 2029.

2. Envision Opelika agrees to provide the city with the following services:

a. Envision Opelika will support local civic groups by promoting projects to benefit the public interest, including, but not limited to the renovations of the Opelika Cultural Center located at 1103 Glenn Street, Opelika, Alabama.

b. Envision Opelika will provide the framework to raise and invest funds and to secure grant funding with respect to the renovation of the Barbara H. Patton Southside Center for the Arts.

c. Envision Opelika will support and assist the Character Council to accomplish goals.

d. Envision Opelika will assist donors in achieving their philanthropic goals for the betterment of Opelika.

e. Envision Opelika will support the initial goals of the Envision Opelika Foundation as well as other community projects.

f. Envision Opelika will promote the revitalization of downtown.

3. As compensation for services rendered hereunder, the City shall pay Envision Opelika the sum of twelve thousand ($136,176.00) dollars, payable in one lump sum on or before November 15, 2026. The City may provide annual and/or special appropriations from time to time during the contract term.

4. Notwithstanding any of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of Envision Opelika, and shall not be

deemed liable for any debts or obligations incurred by Envision Opelika nor shall the city be construed to be a partner, joint venturer, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Envision Opelika Foundation nor shall Envision Opelika at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.

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

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

7. Envision Opelika agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of Envision Opelika, or in the event that continued funding becomes fiscally unsound, the City may, at its sole discretion, immediately terminate and cancel this agreement or reduce or eliminate additional appropriations.

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

a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.

b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.

c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit Envision Opelika from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

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

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

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

12. To the fullest extent permitted by Alabama law, the Foundation hereby agrees to release, defend, indemnify, and hold harmless the City from and against any and all claims, demands, actions, lawsuits, damages, judgments, liabilities, losses, or expenses (including reasonable attorneys' fees and legal costs) for injury, disability, death, or loss or damage to persons or property, arising out of or resulting from the use, operation, or occupancy of City property, whether caused in whole or in part by the negligence of the City or otherwise. This obligation includes an independent, immediate duty to defend the City against any third-party claim.

13. As material consideration for this Agreement, the Foundation hereby irrevocably assigns, transfers, and sets over to the City all of its rights, titles, interests, claims, demands, and causes of action of any kind or nature whatsoever, whether known or unknown, that it now has or may hereafter acquire against any third party, potential tortfeasor, or entity arising out of or relating to any damage, loss, or occurrence on City property, easements and rights of way. The Foundation grants the City full power and authority to litigate, settle, or compromise such claims in the City's own name or on behalf of the Foundation.

14. The Foundation expressly agrees that it shall not assign, transfer, or shift any liability, fault, or tortious responsibility to the City. The Foundation accepts the City property in an "AS IS" condition and waives any right to assert a claim against the City for premises liability, lead abatement, negligent maintenance, or structural defects.

15. Nothing contained in this Agreement shall be construed as a waiver, limitation, or modification of any statutory, constitutional, or common law immunities, defenses, or damages caps available to the City under Alabama law.

WITNESS OUR HANDS AND SEALS this the ____ day of _____, 2026.

{SEAL}

CITY OF OPELIKA, ALABAMA
(a municipal corporation)

BY_____
EDDIE SMITH
IT'S MAYOR

ATTEST:

_____
RUSSELL A. JONES, MMC
CITY CLERK

THE ENVISION OPELIKA FOUNDAITON, INC.
(a non-profit corporation)

BY_____
IT'S CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:

_____
IT'S EXECUTIVE DIRECTOR

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 J. W. Darden Foundation Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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 J. W. Darden Foundation Inc., 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 J. W. Darden Foundation, Inc., a 501(c)(3) corporation, hereinafter referred to as "DARDEN", 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, DARDEN agrees to provide the following services:

   - Provide an organization through which the beautiful, historical home and the legacy of Dr. and Mrs. J. W. Darden can be preserved and maintained for the citizens of Opelika.
   - Provide the facility for a Wellness Nourish Clinic that is operational under the Nourish Foundation and offers multidisciplinary wellness visits on Tuesday and Wednesday afternoons from 1:30 pm to 5:00 pm.
   - Provide the facility and facilitate the programming for health screenings and health monitoring once a week through the Nourish Foundation and are physicians, and thereby promote healthy lifestyles with the attempt to decrease health care costs in our community.
   - Maintain referral services for the people using the screening services.
   - Promote and instill the social graces and leadership characteristics in young people that were exemplified by Dr. and Mrs. J. W. Darden.
   - Provide an organizational framework to assist donors in achieving their philanthropic goals directed toward the accomplishment of the Darden Foundation's mission and its goals and provide scholarships for those studying in medical fields.

3. As compensation for the services rendered hereunder, the City agrees to pay to DARDEN, for the term of this agreement the sum of $5,000.00 payable in lump sum upon approval and execution of this contract.

4. DARDEN shall maintain records as to all costs and expenses incurred in performing the services listed above. DARDEN shall provide the City, upon written request by the City to DARDEN, a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures incurred by

DARDEN in performing such services. DARDEN shall furnish to the City copies of invoices relating to such expenditures. DARDEN will also retain all records related to Program Funding until October 1, 2028.

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

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

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

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

The J. W. Darden Foundation, Inc.

BY: _____
Board of Directors - Chairperson

ATTEST:

_____
Treasurer

Sponsored by: Mayor Eddie Smith
and the Environmental Services Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-2 "DEFINITIONS" AND SECTION 4-45 "TETHERING OF DOGS" OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA RELATING TO ANIMAL CRUELTY

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

Section 1. Amendment of Section 4-2. That Section 4-2 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to add the definitions of "Adequate Food", "Adequate Water", "Properly Fitted" and "Tether" as follows:

Sec. 4-2 Definitions.

"Adequate Food" shall mean food that is offered in suitable intervals and in sufficient amounts to prevent starvation or significant risk to a dog's health from lack of food.

"Adequate Water" shall mean potable water that is offered in suitable intervals and in sufficient amounts to prevent dehydration or significant risk to a dog's health from lack of water.

"Properly Fitted" shall mean when naturally worn by a dog, a collar or harness that:

a. is appropriately sized for the dog based on the dog's measurements and body weight; and
b. does not choke the dog or impede the dog's normal breathing or swallowing.

"Tether" shall mean a chain, leash, cable, rope, trolley system or other similar device used to tie or otherwise connect a dog to a stationary object, including a structure, doghouse, pole or tree.

Section 2. Amendment of Section 4-45. That Section 4-45 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled "Tethering of Dogs" is hereby amended to read as follows:

Sec. 4-45 Tethering of dogs.

(1) Tethering. A dog cannot be tethered to a stationary object, including a tree, pole, stake or other structure, unless the dog is tethered via a trolley system that complies with ALL of the following requirements:

a. Tether is not unreasonably heavy in relation to the weight of the dog.
b. Tether doesn't allow the dog to leave the property of the responsible person.
c. Tether is attached to only one dog.
d. Tether is attached to a properly fitted collar or harness *worn by the dog.*
   1. No logging chains, choke collars or pinch collars can be used to tether.
e. Tether has a swivel on both ends to minimize tangling.
f. Tether allows the dog continuous access at all times to adequate food, water and a shelter (as defined).
g. Tether doesn't extend over an object or edge that could result in injury or strangulation of the dog.
h. The tether is situated in a manner to prevent entanglement with other objects or animals.

(2) Enclosures.

a. A dog's movement cannot be restrained or restricted by confining the dog within an enclosure unless all of the following are met:

1. The enclosure is secure, fully fenced and has adequate space for the dog to freely move around.

b. The dog has continuous access at all time to adequate food, water and shelter (as defined).
c. The enclosure does not allow the dog to leave the property of the responsible person.
d. Exceptions for vets, kennels, walking the dog on a leash, temporary tethering for a reasonable amount of time with respect to the weather, etc.

(3) Shelter.

When tethered or confined outside, the dog shall have "shelter" that complies with all of the following requirements:

a. Allows dog to remain dry and protected from the elements and inclement weather, including providing shade for the dog and containing bedding for cold weather, when necessary.
b. Is fully-enclosed with an adequate opening for ingress and egress and has a solid floor.
c. Has space for the dog to stand up, turn around, lie down in a normal position and extend its limbs.
d. Is constructed or manufactured of durable materials and provides adequate ventilation.
e. Is free from accumulated waste, standing water and debris.
f. Allows the dog unlimited access to the shelter.
g. Exceptions include training for working/sporting dogs, briefly at places of business and campsite/recreation areas.

(4.) Enforcement.

a. Upon having probable cause that a violation of this act has occurred, a certified LEO, including those serving as animal control officers, may do either of the following:
b. Removal or Order to provide care shall be subject to the hearing and disposition requirements of Sections 13A-11-244 and 13A-11-245, *Code of Alabama* (Cruelty to Animals section).
c. Penalties: full costs of boarding and vet care; Class C misdemeanor for 1st violation, Class B misdemeanor for 2nd violation, Class A Misdemeanor for 3rd or more violations.

Section 3. Severability Clause. If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 4. Repealer Clause. All former ordinances or parts thereof conflicting or inconsistent with this ordinance are repealed to the extent of such inconsistency.

Section 5. Effective Date. This ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. 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.

_____
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

Sponsored by: Mayor Eddie Smith
and the Purchasing-Revenue Department

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA, BY AMENDING CHAPTER 14 ENTITLED "LICENSES AND TAXATION"; BY ADDING ARTICLE XVI THEREOF ENTITLED "COMMERCIAL, RESIDENTIAL, AND SHORT-TERM RENTALS"; BY ADDING ARTICLE XVII THEREOF ENTITLED " SELF-SERVICE STORAGE FACILITY RENTALS"; ESTABLISHING LICENSE FEES FOR COMMERICAL, RESIDENTIAL AND SHORT-TERM RENTALS; DECLARING A PENALTY; REPEALING ORDINANCES IN CONFLICT; PROVIDING AN EXPANDED SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendment. That the Code of Ordinances of the City of Opelika, Alabama, is hereby amended by adding a new Article XVI entitled "Commercial, Residential, and Short-Term Rentals" to read as follows:

CHAPTER 14 - LICENSES AND TAXATION

ARTICLE XVI. - Commercial, Residential, and Short-Term Rentals.

Sec. 14-387. - Definitions.

As used in this Article, the following terms shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

"Director" means the Department Head or other city employee assigned by the Mayor to enforce this Article or the successor department so assigned.

"Emergency Condition" means an unforeseen combination of circumstances or the resulting state that calls for immediate action or an urgent need for assistance or relief. This term includes, at a minimum, any fire, natural disaster, power outage, gas leak, noise violation, disturbance, criminal activity, or medical emergency.

"Guest" means a person who rents or occupies a short-term rental during a rental period, including their invited guests.

"Gross Receipts" means all consideration received for the rental of property, including nightly rates, cleaning fees, mandatory service fees, and other non-refundable charges, but excluding refundable deposits and lodging taxes.

"Housing Unit" means a dwelling or mobile home.

"Individual" means a natural person.

"Operator" means any person, firm, or entity that owns, manages, or operates a short-term rental.

"Platform" means a person or any business entity who provides a means to advertise or promote a short-term rental or facilitates short-term rental bookings.

"Short-term rental" shall mean the transient use of any dwelling or housing unit or any part of a dwelling or housing unit for periods of less than 30 consecutive days. This term does not include an extension for less than 30 consecutive days of a previously existing rental agreement of 30 consecutive days or more, or a rental between the parties to the sale of that housing unit.

"Short-term rental manager" shall mean any person or business entity that arranges the rental, cleaning, listing, advertising, or otherwise assists in the operation of a short-term rental for compensation. Short-term rental manager does not include listing services or online platforms for short-term rental listings.

"Transient" shall mean a person or persons occupying a dwelling for less than thirty (30) days.

"User" means a person who uses a short-term rental.

Sec. 14-388. - Short-term rentals—Generally.

(a) License Required: It shall be unlawful for any person, operator, firm, company, or business entity to rent any room or building as a short-term rental without first obtaining a business license from the City of Opelika. The operator shall ensure that the business license number appears on each advertisement or listing on any hosting platform.

(b) Local Responsible Contact: The name, valid telephone number, and email address of a designated adult human contact who resides within Lee County shall be conspicuously posted by the Operator within the short-term rental property unit. The contact person shall be available twenty-four (24) hours a day, seven (7) days a week for the duration of each short-term rental period to address problems or complaints associated with the short-term rental property and must respond to the property location when requested by a city employee within one (1) hour of said request. Failure of the responsible contact to respond shall constitute a separate violation for each occurrence by the licensee.

(c) Local Ordinance Compliance: The short-term rental shall comply with all applicable City regulations and ordinances regarding garbage, refuse, vegetative debris, trash collection, noise, and parking regulations, including zoning, historic preservation, and overlay districts.

(d) Regulatory Standards: The short-term rental shall adhere to all applicable state and federal laws and regulations, including the International Building and Fire codes as existing now and as may be promulgated hereafter under Ala. Admin. Code r. 482-2-109-.03 and Ala. Admin. Code r. 482-2-101-.02, respectively.

Sec. 14-389. - Short-term rentals—License application, records and administration.

Every operator in the City who rents or furnishes any room, lodging, or accommodation as a short-term rental shall obtain and thereafter maintain a valid, unexpired license pursuant to this chapter for short-term rental within the city from the Revenue Department, subject to the following rules:

(a) Compliance: Except as provided herein, no short-term rental business shall operate in the City without having first obtained a business license from the City.

(b) Property Manager Licensure: If a short-term rental unit is managed by a person other than the licensee or a principal of the licensee, and that person engages in leasing activities that requires licensure under Ala. Code § 34-27-1 et seq., then, that person must also hold a valid Alabama real estate broker or salesperson license, and possess a valid property management business license from the City of Opelika.

(c) NAICS Classification: The NAICS code to be used for licensing of a short-term rental is 721199 (All Other Traveler Accommodation).

(d) Application Requirements: Each application for a short-term rental license shall contain or include the following information and documentation:

(1) The name, signature, address, and telephone number of the owner of the housing unit to be associated with the license.

(2) The name, address, and telephone number of any property manager or property management firm that will be operating the short-term rental.

(3) The name, address, and telephone number (including a telephone number that provides for communication twenty-four (24) hours a day) of the local contact person meeting the requirements set forth in Sec. 14-388(b) who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term rental unit.

(4) The address of each housing unit proposed to be used as a short-term rental under the license.

(5) A list of all hosting platforms that the applicant proposes to use to market, advertise, offer, solicit customers for, or make available for commercial use of the short-term rental applied for.

(e) Bookkeeping: The operator of a short-term rental shall comply with all provisions of City of Opelika Ordinances that pertain to the collection of lodging taxes by the operator of an establishment subject to those ordinances, as well as the associated record-keeping requirements.

(f) Notification of Changes: The operator must notify the Revenue Department of any change in property ownership or management or any other material change in the information described in the license application or permits set forth in the City of Opelika Business License Ordinance. The notification must be made within fifteen (15) days after the change has occurred.

(g) Non-Transferability: Business licenses for short-term rentals are non-transferable.

(h) Denial, Suspension and Revocation: In addition to any other remedy available for a violation of this chapter, the Purchasing-Revenue Manager may refer a license to the Council for revocation in connection with a particular short-term unit upon the second or subsequent violation of this chapter regarding that unit within any twelve-month period. In addition, the renewal of a license issued under this chapter or an application for a new license under this chapter may be denied if the licensee or applicant has been found guilty of violating any provision of this chapter or has been determined to be in violation of any provision of this chapter in connection with a civil proceeding. If a business license is revoked, all permits under that license will be revoked simultaneously. Any hearing, written decision, and administrative or judicial review shall follow Section 14-318 in Opelika Code of Ordinances.

(i) Enforcement Powers: Any appropriate City departments are authorized to enforce or assist in the enforcement of this chapter.

Sec. 14-390. – Short term rental business license taxes, issuance fees, and delinquency structures.

(a) Levying of Business License Tax: Pursuant to the authority granted by Ala. Code § 11-51-90, there is hereby levied a municipal business license tax upon the business of operating short-term rentals within the corporate limits of the City, assessed at one percent (1%) of total gross receipts, excluding lodging taxes collected from guests, derived by the owner from all short-term rentals within the City, provided further that the minimum license fee shall be one hundred dollars ($100.00) per owner or business entity. The annual business license tax for short term rentals shall be due on January 1 of each calendar year, and such license tax shall become delinquent on February 15 of each calendar year. The business license tax shall be in

addition to the monthly reporting and lodging tax under Section 14-391 properly levied by the City.

(b) Municipal Issuance Fee: In addition to the business license tax assessed based on gross receipts, each applicant for a business license under this Article shall pay a flat Municipal Issuance Fee for each license transaction processed, in the maximum amount authorized by the Alabama Department of Revenue pursuant to Ala. Code § 11-51-90.

(c) Delinquency Penalty: Any person who fails to pay the short-term rental business license tax within the time required shall pay an additional penalty and interest.

(1) Short-term rental business license taxes not paid within thirty (30) days from the date they fall due shall be increased by fifteen (15) percent for the first thirty (30) days they shall be delinquent, or fraction thereof, and shall be increased by an additional fifteen (15) percent for a delinquency of sixty (60) or more days, but this provision shall not be deemed to authorize the delay of thirty (30) days in the payment of the license due, which may be enforced at once.

(2) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.

Sec. 14-391. – Lodging tax rate; filing statement and platform liability.

(a) Tax Rate Application: If such business is being conducted within the corporate limits of the City, the short-term rental lodging tax shall be in an amount to be determined by the application of the identical standard lodging license tax rate imposed in Article VII, Section 14-122 of the Opelika Code of Ordinances, as said rate is now or hereafter amended.

(1) Tax Due Date: Short-term rental lodging tax collected by operators shall be due and remitted on or before the twentieth (20th) day of the month for the preceding month.
(2) Delinquency Penalty: Penalty and interest shall be in the amount pursuant to Article VII, Section 14-127 of the Opelika Code of Ordinances.

(b) Monthly Statements: On or before the twentieth (20th) day of each month, every person to whom a license is issued shall render to the City of Opelika, on a form prescribed by the Purchasing-Revenue Manager, a true and correct statement showing the gross proceeds of such person’s licensed business for the preceding month, together with such other information that the Purchasing-Revenue Manager may require.

(c) Third-Party Intermediaries: Operators utilizing a third party for lodging tax collections shall submit a transaction report provided by the third party, or another similar document that shows the dates booked, gross receipts, and tax submitted to the City of Opelika, on or before the twentieth (20th) day for the preceding month.

(d) Allocation of Tax Liability: The property owner and any designated short-term rental manager shall be jointly and severally liable for accurate reporting and full remittance of all municipal taxes levied under this Article. Hosting platforms that directly collect payments from guests on behalf of operators may collect and remit lodging taxes under this Article; however, the failure of a platform to remit such funds does not relieve the licensed owner or operator of their primary statutory tax liability to the City.

Sec. 14-392. - Building code compliance required.

All premises in the City which are subject to operations as a short-term rental must meet applicable fire, housing, and building safety codes under the independent exercise of the City's health, safety, and welfare police powers.

Sec. 14-393. - Designation of agent.

(a) Eligibility: In order to be eligible for a short-term rental business license, a person or entity desiring to operate a short-term rental business must be the owner of the property proposed to be covered under the license or present a signed and notarized designation of agent form by the record title owner.

(b) Legal Authority: The designation of agent form shall explicitly authorize the agent to accept service of notice, citations, and legal process on behalf of the property owner for all matters arising under this Article.

(c) State and Local Licensure: Any person or entity operating as a short-term rental manager or agent must maintain a valid city business license pursuant to Sec. 14-389(b) and comply with, if applicable, Alabama Real Estate Commission licensing laws (Ala. Code § 34-27-1 et seq.). The execution of a designation of agent form shall not exempt any person from state broker licensing requirements.

(d) Revocation Notice: The property owner must notify the Revenue Department in writing within five (5) business days of any revocation or termination of the agent's authority.

Sec. 14-394. - Rental of residential property business license tax and assessment.

(a) Applicability: This section applies to the rental or leasing, for residential purposes, of real property, including but not limited to houses, apartments, condominiums, rooms or dormitories, mobile homes or spaces for mobile dwellings, tiny homes, or any portion thereof which are not short-term rentals as defined under Sec. 14-387.

(b) Annual Business License Tax: Pursuant to Ala. Code § 11-51-90, each owner of residential real property in the city, who rents or leases such property to others as the lessor, whether directly or through an agent, shall obtain a business license as set forth in Sec. 14-300 of the Opelika Code of Ordinances. The business license tax for residential rental real property shall be due on January 1 of each calendar year, and such license tax shall become delinquent on February 15 of each calendar year, and shall be assessed as a business license fee at one percent (1%) of total gross receipts derived by the owner from all residential rentals within the City, provided further that the minimum license tax shall be one hundred dollars ($100.00) per property owner or business entity.

(c) Delinquency Penalty: Any person who fails to pay the residential rental business license tax within the time required shall pay an additional penalty and interest.

(1) Residential rental business license taxes not paid within thirty (30) days from the date they fall due shall be increased by fifteen (15) percent for the first thirty (30) days they shall be delinquent, or fraction thereof, and shall be increased by an additional fifteen (15) percent for a delinquency of sixty (60) or more days, but this provision shall not be deemed to authorize the delay of thirty (30) days in the payment of the license due, which may be enforced at once.

(2) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.

(d) NAICS Code: The NAICS code to be used for licensing of residential rental is 531110 (Lessors of Residential Buildings and Dwellings).

(e) Third-Party Managers: Owners of residential real property who have engaged a third-party management agent business to manage their rental properties may authorize the third-party management agent business to submit such owners' residential rental license on their behalf. This does not preclude or excuse the third party management agent business from

obtaining and maintaining a separate business license for property management business activities conducted in the City.

(f) Annual Property Disclosures: Every owner or manager of residential rental real property is required to submit to the city with each business license application or renewal a detailed listing of each property from which rental income was received, and for each property so listed, the amount of the gross receipts from that property for the preceding calendar year.

(1) The listing shall be organized by property owner and shall include the name of the property owner, the property address(es), the gross receipts from the rental of each of the properties, a subtotal of the gross receipts from rentals by property owner, and the license amount due thereon.

(2) At the end of the listing, the total gross receipts from all properties shall be shown, as shall the total rental license taxes due for all properties. This detailed property listing is required to be submitted with the business license tax remittance required under this article, in order for such remittance to be considered complete.

(g) Operational Changes: In addition to the detailed property listing specified above, each owner or manager of residential rental real property shall report any change in the detailed listing submitted, from the listing submitted for the previous year. Changes to be reported include the acquisition of new properties, whether by purchase or by agreement to provide management services therefore, the sale of previously owned properties, and the removal of previously managed properties from the business agent's management responsibility.

(h) Liability of Owner Preserved: If a residential rental property owner has engaged a property management agent, the property manager agent may submit the detailed listing required above on behalf of the property owner; provided, however, that the failure or omission by any property management agent to report such gross receipts detailed by property and to remit the real property license rental tax due thereon shall not relieve or excuse any property owner from the requirement to report such gross receipts and pay such license tax.

(i) High-Volume Remittance Structure: Notwithstanding the above, owners or managers of multifamily residential rental property where the total aggregate gross receipts for a single parcel exceeds more than one million dollars ($1,000,000.00) within a calendar year, shall remit the business license tax and required reports on a quarterly basis on April 1, July 1, October 1 and January 1 of each calendar year. The business license for high volume residential rental property shall become delinquent if not paid on or before the last day of the month in which it is due: April 30, July 31, October 31 and January 31.

(1) Every owner or manager of multifamily residential rental real property is required to submit to the city with each business license application or quarterly return a detailed listing of each property from which rental income was received, and for each property so listed, the amount of the gross receipts from that property for the specified quarter.

(2) The listing shall be organized by property owner and shall include the name of the property owner, the property address(es), the gross receipts from the rental of each of the properties, a subtotal of the gross receipts from rentals by property owner, and the license amount due thereon.

(3) At the end of the listing, the total gross receipts from all properties shall be shown, as shall the total rental license tax due for all properties. This detailed property listing is required to be submitted with the business license tax remittance required under this article, in order for such remittance to be considered complete.

Sec. 14-395. - Rental of commercial property business license tax and assessment.

(a) Applicability: This section applies to the rental or leasing of real property for commercial purposes, including but not limited to stores, restaurants, offices, other similar non-residential

enterprises, or any portion thereof in which business other than the rental of residential real property may be conducted.

(b) Annual Business License Tax: Pursuant to Ala. Code § 11-51-90, each owner of commercial real property in the city, who rents or leases such property to others as the lessor, whether directly or through an agent, shall obtain an annual business license from and pay a business license fee to the city in the amount of one fortieth (1/40) of one percent (0.00025) of gross receipts, provided further that the minimum license shall be one hundred dollars ($100.00) per owner or legal business entity. The business license tax for commercial rental real property shall be due on January 1 of each calendar year, and such license tax shall become delinquent on February 15 of each calendar year. All penalty and business license reporting requirements applicable to other categories of business under this article shall also be applicable to this category.

(c) Delinquency Penalty: Any person who fails to pay the commercial rental business license tax within the time required shall pay an additional penalty and interest.

(1) Commercial rental business license taxes not paid within thirty (30) days from the date they fall due shall be increased by fifteen (15) percent for the first thirty (30) days they shall be delinquent, or fraction thereof, and shall be increased by an additional fifteen (15) percent for a delinquency of sixty (60) or more days, but this provision shall not be deemed to authorize the delay of thirty (30) days in the payment of the license due, which may be enforced at once.

(2) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.

(d) NAICS Code: The NAICS code to be used for licensing of commercial rental is 531120 (Lessors of Nonresidential Buildings).

(e) License Appended Framework: Owners of commercial rental real property who have engaged a third party to manage their rental properties may authorize such third-party management agent business to submit said owners' business license applications or business license renewals, as well as their commercial rental business license taxes on behalf of the owner.

(1) Third party management agent businesses that submit business license applications or business license renewals on behalf of their clients shall submit a separate application and renewal for each distinct legal owner or business entity. A business license shall be issued in the name of each property owner or business entity, referencing the management agent of record.

(2) When a management agent submits renewals on behalf of multiple clients, the minimum business license of one hundred dollars ($100.00) shall apply independently to each distinct legal entity or individual property owner.

(3) Third-party property management entities submitting returns under this section must maintain a valid City property management license under NAICS 531312 and comply, if applicable, with Alabama Real Estate Commission broker licensing requirements pursuant to Ala. Code § 34-27-1 et seq.

(f) Calendar Reporting: Every owner or manager of commercial rental real property is required to submit to the city with each business license application or business license renewal a detailed listing of each commercial property address from which rental income was received, and for each property so listed, the amount of the gross receipts from that property for the preceding calendar year.

(1) The listing shall be organized by property owner and shall include the name of the property owner, the property address(es), the gross receipts from the rental of each of the

properties for the preceding calendar year, a subtotal of the gross receipts from rentals by property owner, and the license amount due thereon.

(2) At the end of the listing, the total gross receipts from all properties shall be shown, as shall the total business license tax due for all properties. This detailed property listing is required to be submitted with the annual license fee that is required to be remitted under this article, in order for such remittance to be considered complete.

(g) Updates to Portfolios: In addition to the detailed property listing specified above, each owner or manager of rental real property shall report any change in the detailed listing submitted, from the listing submitted for the previous calendar year. Changes to be reported include the acquisition of new properties, whether by purchase or by agreement to provide management services therefore, the sale of previously owned properties, and the removal of previously managed properties from the business agent's management responsibility.

(h) Non-Exemption of Principal: If a commercial rental property owner has engaged a property management agent, the property manager may submit on behalf of the property owner the detailed listing required above; provided, however, that the failure or omission by any property management agent to report such gross receipts detailed by property and to remit the real property rental business license tax due thereon shall not relieve or excuse any property owner from the requirement to report such gross receipts and pay such license fee.

Section 2. Amendment. That the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding a new Article XVII entitled “Self-Service Storage Facility Rentals” to read as follows:

ARTICLE XVII. – Self-Service Storage Facility Rentals.

Sec. 14-396 – Definitions.

“Self-service storage facility” shall mean any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property on a self-service basis but does not include a garage or other storage area in a private residence and not for residential, sleeping, or human habitation purposes.

Sec. 14-397. - Self-Storage Facility Rentals — license required.

(a) Applicability: This section applies to any business that leases, rents, or otherwise provides storage units, storage spaces, or similar storage accommodations for compensation.

(b) License Requirement: Any person, firm, or business entity operating a self-service storage facility within the City of Opelika shall obtain and maintain a valid City business license authorizing such operations.

(c) Business License Tax: The annual business license fee for a self-service storage facility shall be assessed at a flat rate of one thousand dollars ($1,000.00) per facility, regardless of gross receipts. The business license shall be due on January 1 of each calendar year, and such license tax shall become delinquent on February 15 of each calendar year.

(d) Delinquency Penalty:

(1) Business license taxes not paid within thirty (30) days from the date they fall due shall be increased by fifteen (15) percent for the first thirty (30) days they shall be delinquent, or fraction thereof, and shall be increased by an additional fifteen (15) percent for a delinquency of sixty (60) or more days, but this provision shall not be deemed to authorize the delay of thirty (30) days in the payment of the license due, which may be enforced at once.

(2) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.

(e) NAICS Code: The NAICS code to be used for licensing self-service storage facility rentals is 531130 (Lessors of Miniwarehouses and Self-Storage Units).

(f) Compliance: Self-service storage facility operators must comply with all applicable City ordinances, including safety, zoning, signage, and property maintenance requirements.

(g) Non-Transferability: Licenses issued under this section are non-transferable.

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

Section 4. Severability Clause.

(a) Legally Isolated Provisions: If any section, subsection, clause, sentence, or portion of this ordinance—including but not limited to any regulatory safety inspection mandate, verification period, or operational requirement—is held to be invalid, unconstitutionally applied, or preempted by a court of competent jurisdiction, such judicial decision shall not affect, impair, or invalidate any other section, subsection, provision, or portion of this Ordinance.

(b) Preservation of Revenue Powers: It is the explicit intent of the City Council that the revenue-generating provisions of this ordinance, including the business license tax and standard lodging tax assessments on short-term rentals, residential rentals, commercial rentals and self-service storage facility rentals are entirely distinct and independent from the regulatory safety enforcement provisions. Should any safety verification mechanism or inspection requirement be held unconstitutional or preempted under Alabama law, the remaining tax collection and licensing frameworks shall remain in full force and effect.

Section 5. Legislative Construction.

If any section, paragraph, sentence, or word of this Ordinance or any section hereby adopted is declared for any reason to be invalid, it is the express intent of the City Council that it would have passed all other portions of this Ordinance—specifically including all tax and business license structural codes—wholly independent of the elimination therefrom of such portion that may be declared invalid.

Section 6. Effective Date. This ordinance and the sections adopted shall become effective and enforced on February 1, 2027.

(a) Any business entity or operator who, on the effective date of this ordinance, is lawfully operating short-term, residential and commercial rentals shall have thirty (30) days from the effective date of this ordinance to obtain a rental license without being deemed in violation of this subsection.

Section 7. 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.

_____

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