



**CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
February 17, 2026
TIME: 6:00 PM**

1. A CALL TO ORDER
2. ROLL CALL
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
3. INVOCATION
 1. Marsha Corbett from The Bridge Church of Alabama.
4. PLEDGE OF ALLEGIANCE
 1. River Crowe and Abby Finley from Morris Avenue Intermediate School.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 02-17-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 02-03-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for January 2026.
 2. January 2026 Monthly Building Report.
 3. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA

1. **General Business:** Request Alcohol License - Acharekar and Gregg Management LLC DBA Social Bar and Grill, Restaurant Retail Liquor and Beer On Premise.
2. **General Business:** Request Alcohol License - Sai Riaansh Inc. DBA Eagle Food Mart, Retail Wine and Beer Off Premise.
3. **General Business:** Request Alcohol License - Shivadhya LLC DBA Opelika Package Store, Lounge Retail Liquor Class 2.
4. **General Business:** Request Alcohol License - Shivadhya LLC DBA Petro Food Mart, Retail Wine and Beer Off Premise.
5. **General Business:** Request Alcohol License - Together We Thrive LLC DBA Wild Wing Cafe, Restaurant Retail Liquor and Beer On Premise.
6. **General Business:** Request Temporary Street Closure - Foundry UMC Easter Egg Hunt on 03-29-26.
7. **General Business:** Request Temporary Street Closure - Walking With a Purpose (WWAP) 1000 Youth Walk on 04-04-26.
8. **General Business:** Request Downtown Street Closure - Burger Wars on 06-06-26.
9. **Resolution:** Expense Reports from Various Departments.
10. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
11. **Resolution:** Approve Quote from CDW-G for Nutanix Server Cluster - IT (\$66,913).
12. **Resolution:** Authorize Execution of a Quitclaim Deed for 305 N 22nd Street - LEGAL.
13. **Resolution:** Authorize Purchase of Stream and Wetland Credits for the Northpark Drive Extension Project - ENG (\$46,074).
14. **Resolution:** Denial of Application for Package Store Alcohol License at 510 Geneva Street - LEGAL.
15. **Resolution:** Designate Mayor Eddie Smith as the City's Voting Delegate at the 2026 ALM Annual Convention.
16. **Resolution:** Special Appropriation to Southern Union State Community College Foundation (\$5,000).
17. **Resolution:** Special Appropriation to Walking With a Purpose (WWAP) (\$1,000).

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES

1. Approve Purchase of Real Property from Stone Martin Builders, LLC - 2nd Reading.
2. Impose Temporary Moratorium on New Residential and Multiple Occupancy Projects - 2nd Reading.
3. Authorize Purchase of Real Property Located at 1207 Denson Place - 1st Reading.
4. Authorize Purchase of Real Property Located at 1209 Denson Place - 1st Reading.

16. APPOINTMENTS

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

18. ADJOURN

1. Character Trait of the Month - Honor, to regard with great respect.
2. Motion to Adjourn.

“In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130.”



CITY COUNCIL MINUTES

300 Martin Luther King Blvd.

February 3, 2026

TIME: 6:00 PM

1. A CALL TO ORDER

President Allen called the council meeting to order at 06:02 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. Nolan provided the invocation.

1. Terrance Nolan from The Bridge Church.

4. PLEDGE OF ALLEGIANCE

Anne Daniel and Wade led the Pledge of Allegiance.

1. Anne Daniel Fulford and Wade Thomas from Morris Avenue Intermediate School.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 02-03-26.

MOTION TO ADOPT THE AGENDA: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilwoman Ward 3 Leigh Whatley

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

NAYS: None

ABSTAIN: None

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

1. Minutes from the 01-20-26 council meeting.
President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Beams made a motion to approve. Ms. Whatley seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. Reappoint Tom Penton to the Opelika Planning Commission. New Term expires 02-15-2032.
Mayor Smith announced he was reappointing Tom Penton to the Opelika Planning Commission.
2. Recognize the Opelika School Teachers of the Year.
Mayor Smith invited Opelika City Schools Superintendent Dr. Kevin Davis up front. Mayor Smith then recognized each city school's teacher of the year, joined by their respective principal.

9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
President Allen asked Mr. Jones to present the public hearing.

1. Public Hearing - Impose Temporary Moratorium on New Residential and Multiple Occupancy Projects.
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 proposed moratorium.

Rachel White of 1401 Piedmont Avenue, Opelika, spoke in favor.

Drew White of 1401 Piedmont Avenue, Opelika, spoke in favor.

Jeff Reichel of 544 Towne Lake Parkway, Opelika, spoke in favor.

Amanda Guilmette of 1086 Burrow Circle, Opelika, spoke in favor.

Race Cannon of 1435 Turn Lake Drive, Auburn, spoke against.

Harry Atchison of 701 Lake Condy Road, Opelika, spoke in favor.

Gerry Kelley of 1200 Willow View Drive, Opelika, spoke against.

Allan Garner of 1304 Crawford Road, Opelika, spoke against.

President Allen closed the public hearing.

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
Allan Garner of 1304 Crawford Road spoke first. Mr. Garner explained that he was against the rezoning for a subdivision in the 1300 block of Crawford Road due to traffic safety concerns.

11. CONSENT AGENDA

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

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

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

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

1. **General Business:** Request Downtown Street Closure - Relay for Life Event on 05-01-26.
APPROVED BY UNANIMOUS CONSENT
2. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
RESOLUTION NO. 028-26
APPROVED BY UNANIMOUS CONSENT
3. **Resolution:** Purchase Ammunition - OPD (\$33,670).
RESOLUTION NO. 029-26
APPROVED BY UNANIMOUS CONSENT
4. **Resolution:** Purchase Cisco Service Agreements for Licensing and Hardware from CDW-G - IT (\$47,220.57).
RESOLUTION NO. 030-26
APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Purchase 3-Year Rubrik Cloud Vault and Cyber Recovery Services from CDW-G - IT (\$597,323.01).
RESOLUTION NO. 031-26
APPROVED BY UNANIMOUS CONSENT
6. **Resolution:** Approve Professional Services Agreement with Routeware, Inc. - OES (\$56,400).
RESOLUTION NO. 032-26
APPROVED BY UNANIMOUS CONSENT
7. **Resolution:** Approve Transfer of Two (2) Ford Crown Victorias to the Town of Camp Hill - OPD.
RESOLUTION NO. 033-26
APPROVED BY UNANIMOUS CONSENT

8. **Resolution:** Approve Agreement with CSXT for the Sportsplex Pkwy Extension Bridge Project - ENG.
RESOLUTION NO. 034-26
APPROVED BY UNANIMOUS CONSENT
9. **Resolution:** Approve Agreement with CSXT for the Veterans Pkwy Extension Bridge Project - ENG.
RESOLUTION NO. 035-26
APPROVED BY UNANIMOUS CONSENT
10. **Resolution:** Approve Establishment of an Opelika Youth Council.
RESOLUTION NO. 036-26
APPROVED BY UNANIMOUS CONSENT
11. **Resolution:** Annual Appropriation Contract FY2026 with Lee County Youth Development Center (\$40,000).
RESOLUTION NO. 037-26
APPROVED BY UNANIMOUS CONSENT
12. **Resolution:** Special Appropriation to the American Cancer Society (\$5,000).
RESOLUTION NO. 038-26
APPROVED BY UNANIMOUS CONSENT
13. **Resolution:** Special Appropriation to Leadership Lee County (\$2,500).
RESOLUTION NO. 039-26
APPROVED BY UNANIMOUS CONSENT
14. **Appointment:** Reappoint Raven Harvis to the Board of Zoning Adjustments (BZA). New Term expires 02-11-2029.
APPROVED BY UNANIMOUS CONSENT
15. **Appointment:** Reappoint Bill Parker, Jr. to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
APPROVED BY UNANIMOUS CONSENT
16. **Appointment:** Reappoint Levale Speigner to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
APPROVED BY UNANIMOUS CONSENT
17. **Appointment:** Reappoint Jayne Gunter to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
APPROVED BY UNANIMOUS CONSENT
18. **Appointment:** Reappoint Ronnie Ware to the Opelika Industrial Development Authority. New Term expires 03-08-2030.
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

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

RESOLUTION NO. 040-26

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

After the roll call vote, Mayor Smith and the City Council joined the family and friends of Lt. John T. Pruitt, Sr. and presented the sign.

15. **ORDINANCES**

President Allen asked Mr. Treese to present the ordinances.

1. Amend Zoning Ordinance & Map: 2001 Cunningham Drive, 5.1 Acres, from R-4 to PUD - 2nd Reading.

ORDINANCE NO. 005-26

SECOND READING AND APPROVED: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 3 Leigh Whatley

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

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

NAYS: None

ABSTAIN: None

2. Amend Zoning Ordinance & Map: 1300 Block Crawford Road, 73.3 Acres, from R-1 to PUD - 2nd Reading.

During discussion, Mr. Rauch stated that he also had concerns about traffic safety, specifically dealing with the safety of school kids being picked up/dropped off by school buses, and recommended the developer incorporating a designated bus stop for them at the entrance to the neighborhood. Mr. Rauch asked Mr. David Green, a representative of the developer, if they intended to address this issue as part of the development. Mr. Green answered that they have the same concerns and are in favor of incorporating a designated bus stop at the entrance to the subdivision as requested.

ORDINANCE NO. 006-26

SECOND READING AND APPROVED: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

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

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

NAYS: None

ABSTAIN: None

3. Approve Purchase of Real Property from Stone Martin Builders, LLC - 1st Reading.
FIRST READING: INTRODUCED
President Allen asked for a member of the council to introduce the ordinance. Mr. Beams introduced the ordinance.
4. Impose Temporary Moratorium on New Residential and Multiple Occupancy Projects - 1st Reading.
FIRST READING: INTRODUCED
President Allen asked for a member of the council to introduce the ordinance. Ms. Whatley introduced the ordinance.

16. APPOINTMENTS

17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)
- Allan Garner of 1304 Crawford Road spoke first. Mr. Garner expressed his anger and frustration with the city council after their approval of the rezoning of the 1300 block of Crawford Road to a Planned Unit Development. Mr. Garner closed by asking the city council if they were so desperate for development, they would disregard the safety of the public.

Patricia "Patsy" Jones of 1407 Harper Street spoke next. Ms. Jones thanked the council for what they do, and asked if the approval of the consent agenda meant that the funds for the annual Relay for Life event were approved.

18. ADJOURN

The City Council meeting minutes of February 3, 2026, are hereby adopted and approved this the ___ day of _____, 2026.

President of City Council
City of Opelika, Alabama

ATTEST:

City Clerk

1. Character Trait of the Month - Honor, to regard with great respect.
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 07:02 pm.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 01/31/2026 (FY 26)

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds			Total	
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds	General Capital Assets		General Long Term Debt
ASSETS										
Cash	\$ 26,031,880	\$ 19,993,699	\$ 36,960	\$ 1,529,687	\$ -	\$ 6,148,717	\$ 32,232,799	\$ -	\$ -	\$ 85,973,742
Certificates of deposit	-	-	-	-	-	-	-	-	-	-
Receivables:										
Accounts and unbilled service	-	-	-	-	-	-	8,372,731	-	-	8,372,731
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	-	-	-	-	2,401	-	-	-	-	2,401
Other	822,557	150,000	-	37	-	(32,974)	-	-	-	939,620
Due from other funds	1,268,080	-	-	-	10,549	-	-	-	-	1,278,629
Due from other governments	2,042,189	567,839	-	-	-	-	221,785	-	-	2,831,813
Inventories of supplies, at cost	288,269	-	-	-	-	-	1,692,567	-	-	1,980,836
Prepaid expenses	76,994	-	-	-	-	-	-	-	-	76,994
Investments	-	10,436,398	-	-	2,225,157	-	-	-	-	12,661,555
Investments with fiscal agent	46,223,985	-	1,309,455	-	-	-	10,000,000	-	-	57,533,440
Capital assets:										
Land	-	-	-	-	-	-	2,462,062	13,253,218	-	15,715,280
Buildings	-	-	-	-	-	-	17,104,068	97,760,685	-	114,864,753
Equipment	-	-	-	-	-	-	16,447,893	48,045,631	-	64,493,524
Utility systems	-	-	-	-	-	-	164,552,566	-	-	164,552,566
Infrastructure	-	-	-	-	-	-	-	206,693,793	-	206,693,793
Construction in progress	-	-	-	-	-	-	3,460,813	10,649,538	-	14,110,351
Total capital assets	-	-	-	-	-	-	204,027,402	376,402,865	-	580,430,267
Less: accumulated depreciation	-	-	-	-	-	-	(99,455,962)	(107,373,391)	-	(206,829,353)
Capital assets, net	-	-	-	-	-	-	104,571,440	269,029,474	-	373,600,914
Deposits	-	69,045	-	-	-	19,229	-	-	-	88,274
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	63,623,112	63,623,112
Total assets	92,056,378	44,866,124	1,346,415	1,529,724	2,238,107	6,134,972	157,091,322	269,029,474	63,623,112	637,915,628
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,782,597	-	-	1,782,597
Diff. on proj. OPEB earnings	-	-	-	-	-	-	1,126,499	-	-	1,126,499
Bond refunding costs	-	-	-	-	-	-	-	-	-	-
Total deferred outflows of resources	-	-	-	-	-	-	2,909,096	-	-	2,909,096

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 01/31/2026 (FY 26)

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds			Total	
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds	General Capital Assets		General Long Term Debt
LIABILITIES										
Accounts payable	824,758	-	-	-	-	-	5,176,273	-	-	6,001,031
Interest payable	-	-	-	-	-	-	-	-	-	-
Accrued payroll and benefits, due within one year	415,685	-	-	-	-	-	204,189	-	-	619,874
Due to other funds	10,549	9,780	-	1,258,300	-	-	-	-	-	1,278,629
Due to other governments	37,567	-	-	-	-	-	-	-	-	37,567
Claims and judgements, due within one year	-	-	-	-	-	432,678	-	-	-	432,678
Bonds payable due within one year	-	-	-	-	-	-	-	-	-	-
Claims and judgements, due in more than one year	-	-	-	-	-	43,779	-	-	-	43,779
Bonds payable, due in more than one year	-	-	-	-	-	-	-	-	63,623,112	63,623,112
Net pension liability	-	-	-	-	-	-	9,768,605	-	-	9,768,605
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	2,612,438	-	-	2,612,438
Customer deposits held	-	-	-	-	-	-	3,608,696	-	-	3,608,696
Total liabilities	1,288,559	9,780	-	1,258,300	-	476,457	21,370,201	-	63,623,112	88,026,409
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	34,080	-	-	34,080
Net change in OPEB assumptions	-	-	-	-	-	-	288,360	-	-	288,360
Unearned revenues	7,406,845	14,096,393	-	-	-	403,723	160,057	-	-	22,067,018
Total deferred inflows of resources	7,406,845	14,096,393	-	-	-	403,723	482,497	-	-	22,389,458
FUND BALANCES										
Nonspendable	288,269	69,045	-	-	2,238,107	-	-	-	-	2,595,421
Restricted	527,662	14,841,504	1,346,415	271,424	-	5,246,198	10,000,000	-	-	32,233,203
Committed	5,527	-	-	-	-	-	-	-	-	5,527
Assigned	1,366,481	2,517,171	-	-	-	-	-	-	-	3,883,652
Unassigned	55,578,480	11,218,669	-	-	-	-	-	-	-	66,797,149
Invested in capital assets, net of related debt	-	-	-	-	-	-	104,571,440	269,029,474	-	373,600,914
Unrestricted	-	-	-	-	-	-	15,919,581	-	-	15,919,581
Encumbrances	25,594,555	2,113,562	0	0	0	8,594	7,656,699	-	-	35,373,410
Total fund balances	\$ 83,360,974	\$ 30,759,951	\$ 1,346,415	\$ 271,424	\$ 2,238,107	\$ 5,254,792	\$ 138,147,720	\$ 269,029,474	\$ -	\$ 530,408,857

City of Opelika
 Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups (Interim Report)
 01/31/2026 (FY 26)

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 25,679,873	\$ 12,679,023	\$ -	\$ -	\$ -	\$ 38,358,896
Special assessments	-	-	-	-	-	-
Licenses and permits	9,000,760	229,557	-	-	-	9,230,317
Intergovernmental	336,168	216,032	-	30,405	-	582,605
Charges for services	869,682	-	-	-	-	869,682
Fines and forfeits	118,174	-	-	-	-	118,174
Grants	22,802	-	-	-	-	22,802
Contributions	19,100	-	-	-	-	19,100
Investment income	1,572,651	13,228	24,007	5,900	71,461	1,687,247
Miscellaneous	102,125	-	-	-	-	102,125
Total revenues	<u>37,721,335</u>	<u>13,137,840</u>	<u>24,007</u>	<u>36,305</u>	<u>71,461</u>	<u>50,990,948</u>
EXPENDITURES:						
General government	4,586,821	123,212	-	116,325	-	4,826,358
Public safety	9,763,917	-	-	-	-	9,763,917
Public works	2,676,905	12,659	-	-	3,325	2,692,889
Health	247,157	-	-	-	-	247,157
Education	4,180,833	-	-	-	-	4,180,833
Welfare	477,250	-	-	-	-	477,250
Culture and recreation	3,283,527	-	-	-	-	3,283,527
Economic development	705,525	27,260	-	-	-	732,785
Capital outlay	5,254,162	343,909	-	15,694	-	5,613,765
Debt service:						
Principal retirement	-	-	2,841,575	-	-	2,841,575
Interest and fees	-	-	590,049	-	-	590,049
Total expenditures	<u>31,176,097</u>	<u>507,040</u>	<u>3,431,624</u>	<u>132,019</u>	<u>3,325</u>	<u>35,250,105</u>
Excess of revenues over/(under) expen	6,545,238	12,630,800	(3,407,617)	(95,714)	68,136	15,740,843
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-
Transfers from other funds	1,348,202	65,482	1,583,760	-	18,401	3,015,845
Transfers to other funds	(1,378,502)	(289,141)	-	-	(14,868)	(1,682,511)
Total other financing sources/(uses)	<u>(30,300)</u>	<u>(223,659)</u>	<u>1,583,760</u>	<u>-</u>	<u>3,533</u>	<u>1,333,334</u>
Net change in fund balances	6,514,938	12,407,141	(1,823,857)	(95,714)	71,669	17,074,177
Fund balances, beginning of the year	<u>76,846,036</u>	<u>18,352,808</u>	<u>3,170,272</u>	<u>367,136</u>	<u>2,166,438</u>	<u>100,902,690</u>
Fund balances, end of period	<u>\$ 83,360,974</u>	<u>\$ 30,759,949</u>	<u>\$ 1,346,415</u>	<u>\$ 271,422</u>	<u>\$ 2,238,107</u>	<u>\$ 117,976,867</u>

City of Opelika
Combined Balance Sheet (Interim Report)
Proprietary and Fiduciary Funds
January 31, 2026 Preliminary (FY 26)

	Electric FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS					
Current assets:					
Cash	\$ 18,259,587	\$ 8,405,828	\$ 5,567,386	\$ 4,441,475	\$ 1,707,242
Certificates of deposit	-	-	-	-	-
Receivables and prepaid expenses	7,455,766	358,051	558,913	-	(32,974)
Due from other funds and governments	-	221,785	-	-	-
Inventory	1,692,567	-	-	-	-
Total current assets	<u>27,407,920</u>	<u>8,985,664</u>	<u>6,126,299</u>	<u>4,441,475</u>	<u>1,674,268</u>
Restricted assets:					
Cash and investments with fiscal agent	10,000,000	-	-	-	-
Total restricted assets	<u>10,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net capital assets	51,783,339	46,276,841	6,511,260	-	-
Other assets:					
Deposits	-	-	-	19,229	-
Total other assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,229</u>	<u>-</u>
Total assets	89,191,259	55,262,505	12,637,559	4,460,704	1,674,268
DEFERRED OUTFLOWS OF RESOURCES					
Retirement contributions	1,304,625	-	477,972	-	-
Diff. on proj. OPEB earnings	826,894	-	299,605	-	-
Bond refunding costs	-	-	-	-	-
Total deferred outflows of resources	<u>2,131,519</u>	<u>-</u>	<u>777,577</u>	<u>-</u>	<u>-</u>
Total assets and deferred outflows of resources	91,322,778	55,262,505	13,415,136	4,460,704	1,674,268
LIABILITIES					
Current liabilities:					
Accounts and other payables	5,285,255	-	95,208	24,578	408,100
Due to electric fund	-	-	-	-	-
Due to other funds	-	-	-	-	-
Bonds payable within one year	-	-	-	-	-
Unearned revenue	160,057	-	-	-	403,723
Total current liabilities	<u>5,445,312</u>	<u>-</u>	<u>95,208</u>	<u>24,578</u>	<u>811,823</u>
Noncurrent liabilities:					
Claims and employee benefits due in more than one year	1,966,702	-	645,736	43,779	-
Bonds payable, in more than one year, net	-	-	-	-	-
Net pension liability	7,265,567	-	2,503,038	-	-
Customer deposits held	3,428,619	-	180,077	-	-
Total noncurrent liabilities	<u>12,660,888</u>	<u>-</u>	<u>3,328,851</u>	<u>43,779</u>	<u>-</u>
Total liabilities	18,106,200	-	3,424,059	68,357	811,823
DEFERRED INFLOWS OF RESOURCES					
Diff. on earnings on OPEB investments	211,479	-	76,881	-	-
Diff. on earnings on plan investments	10,096	-	23,984	-	-
Total deferred inflows of resources	<u>221,575</u>	<u>-</u>	<u>100,865</u>	<u>-</u>	<u>-</u>
Total liabilities and deferred inflows of resources	18,327,775	-	3,524,924	68,357	811,823
NET POSITION					
Invested in capital assets, net of related debt	51,783,339	46,276,841	6,511,260	-	-
Restricted	10,000,000	-	-	4,392,347	853,851
Unrestricted	5,614,439	7,350,495	2,954,647	-	-
Encumbrances	5,597,225	1,635,169	424,304	0	8,594
Total net position	<u>\$ 72,995,003</u>	<u>\$ 55,262,505</u>	<u>\$ 9,890,212</u>	<u>\$ 4,392,347</u>	<u>\$ 862,445</u>

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
January 31, 2026 Preliminary (FY 26)

	<u>Electric</u> <u>2025 FYTD</u>	<u>Sewer</u> <u>2025 FYTD</u>	<u>Solid Waste</u> <u>2025 FYTD</u>	<u>Workmen's</u> <u>Comp.</u> <u>2025 FYTD</u>	<u>Health</u> <u>Insurance</u> <u>2025 FYTD</u>
Operating Revenues					
Charges for services	\$ 16,166,737	\$ 2,626,496	\$ 1,912,979	\$ 120,446	\$ 1,851,589
Operating Expenses					
Purchases	9,101,704	-	167,431	-	-
Depreciation	1,138,922	553,398	243,962	-	-
Personnel services	1,472,473	-	585,431	-	-
Other	1,101,299	781,412	502,807	9,322	2,130,532
Total operating expenses	<u>12,814,398</u>	<u>1,334,810</u>	<u>1,499,631</u>	<u>9,322</u>	<u>2,130,532</u>
Operating income/(loss)	3,352,339	1,291,686	413,348	111,124	(278,943)
Nonoperating Revenues/(Expenses)					
Gain/(Loss) on sale of capital assets	-	-	-	-	-
Fiber optic line leases	418	-	-	-	-
Investment income	80,888	14,382	25,562	27,463	860
Grant income	-	-	-	-	-
Pole rental	137,786	-	-	-	-
Miscellaneous revenues	623,696	-	29,511	-	-
Interest expense and charges	-	-	-	-	-
Total nonoperating revenues/(expenses)	<u>842,788</u>	<u>14,382</u>	<u>55,073</u>	<u>27,463</u>	<u>860</u>
Other Revenues and Transfers In/(Out):					
Capital contributions	292,073	-	-	-	-
Transfers from other funds	-	-	-	-	-
Telecom loan Forgiveness	-	-	-	-	-
Transfers to other funds	(1,333,333)	-	-	-	-
Total other revenues/(expenses)	<u>(1,041,260)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Income/(loss)	3,153,867	1,306,068	468,421	138,587	(278,083)
Net position, beginning of year	<u>69,841,136</u>	<u>53,956,437</u>	<u>9,421,788</u>	<u>4,253,760</u>	<u>1,140,528</u>
Net position before encumbrances	72,995,003	55,262,505	9,890,209	4,392,347	862,445
Encumbrances	<u>5,597,225</u>	<u>1,635,169</u>	<u>424,304</u>	<u>-</u>	<u>8,594</u>
Net position, end of period	<u>\$ 67,397,778</u>	<u>\$ 53,627,336</u>	<u>\$ 9,465,905</u>	<u>\$ 4,392,347</u>	<u>\$ 853,851</u>

City of Opelika
 General Fund Revenue and Expenditure Summary (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD January 31, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Revenues:						
Taxes	\$ 24,272,313	\$ 25,679,873	\$ 1,407,560	\$ 20,212,066	\$ 25,679,873	\$ 5,467,807
Licenses and permits	11,206,550	9,000,760	(2,205,790)	7,001,000	9,000,760	1,999,760
Intergovernmental	314,397	336,168	21,771	448,513	336,168	(112,345)
Charges for services	840,210	869,682	29,472	1,093,050	869,682	(223,368)
Fines and forfeits	127,719	118,174	(9,545)	150,833	118,174	(32,659)
Grants	73,615	22,802	(50,813)	-	22,802	22,802
Contributions	23,650	19,100	(4,550)	6,367	19,100	12,733
Investment income	1,522,146	1,572,651	50,505	1,066,667	1,572,651	505,984
Miscellaneous	159,402	102,125	(57,277)	179,836	102,125	(77,711)
Total revenues	38,540,002	37,721,335	(818,667)	30,158,332	37,721,335	7,563,003
Expenditures:						
General government	4,750,537	4,586,821	(163,716)	5,320,719	4,586,821	\$ (733,898)
Public safety	8,844,007	9,763,917	919,910	10,424,620	9,763,917	(660,703)
Public works	2,455,233	2,676,905	221,672	3,526,076	2,676,905	(849,171)
Culture and recreation	3,084,113	3,283,527	199,414	3,688,277	3,283,527	(404,750)
Economic development	384,229	705,525	321,296	806,281	705,525	(100,756)
Health	174,751	247,157	72,406	259,378	247,157	(12,221)
Education	1,185,333	4,180,833	2,995,500	2,129,167	4,180,833	2,051,666
Welfare	714,917	477,250	(237,667)	172,833	477,250	304,417
Capital outlay	7,291,188	5,254,162	(2,037,026)	11,676,766	5,254,162	(6,422,604)
Debt service	-	-	-	-	-	-
Total expenditures	28,884,308	31,176,097	2,291,789	38,004,117	31,176,097	(6,828,020)
Other financing sources/(uses)						
Sale of capital assets	17,575	-	(17,575)	7,560	-	(7,560)
Transfers in	1,341,936	1,348,202	6,266	1,345,000	1,348,202	3,202
Transfer out	(11,663,874)	(1,378,502)	10,285,372	(1,325,389)	(1,378,502)	(53,113)
Total other financing sources/(uses)	(10,304,363)	(30,300)	10,274,063	27,171	(30,300)	(57,471)
Net change in fund balance	(648,669)	6,514,938	7,163,607	(7,818,614)	6,514,938	14,333,552
Fund balance, beginning of year	79,173,411	76,846,036	(2,327,375)	79,173,411	76,846,036	(2,327,375)
Fund balance, year to date	\$ 78,524,742	\$ 83,360,974	\$ 4,836,232	\$ 71,354,797	\$ 83,360,974	\$ 12,006,177
Less:						
Nonspendable	237,288	288,269	50,981	-	288,269	
Restricted	520,873	526,939	6,066	-	526,939	
Committed	5,827	5,527	(300)	-	5,527	
Assigned	1,366,481	1,366,481	-	-	1,366,481	
Encumbrances	38,256,228	25,594,555	(12,661,673)	-	25,594,555	
	40,386,697	27,781,771	(12,604,926)	-	27,781,771	-
Unassigned fund balance	38,138,045	55,579,203	17,441,158	71,354,797	55,579,203	12,006,177
20% budgeted revenues	6,031,666	6,031,666		6,031,666	6,031,666	
Available unassigned fund balance	\$ 32,106,379	\$ 49,547,537		\$ 32,106,379	\$ 49,547,537	

City of Opelika
 General Fund Revenues (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD January 31, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Taxes:						
Sales	\$ 17,376,014	\$ 18,013,224	\$ 637,210	\$ 17,033,333	\$ 18,013,224	\$ 979,891
Property:						
Property	6,178,393	6,930,178	751,785	2,433,334	6,930,178	4,496,844
Payments in lieu of taxes	-	-	-	15,333	-	(15,333)
Total property taxes	6,178,393	6,930,178	751,785	2,448,667	6,930,178	4,481,511
Other						
Gasoline	352,140	332,730	(19,410)	333,333	332,730	(603)
Cigarette	21,072	16,461	(4,611)	19,733	16,461	(3,272)
Wine and liquor	11,467	10,671	(796)	10,333	10,671	338
Rental	333,227	376,609	43,382	366,667	376,609	9,942
Total other taxes	717,906	736,471	18,565	730,066	736,471	6,405
Total taxes	24,272,313	25,679,873	1,407,560	20,212,066	25,679,873	5,467,807
Licenses and permits:						
Occupational license	7,377,254	5,009,051	(2,368,203)	4,100,000	5,009,051	909,051
Business:						
General	2,084,447	2,014,078	(70,369)	1,483,333	2,014,078	530,745
Lodging	505,655	475,583	(30,072)	466,667	475,583	8,916
Franchise fee	313,028	154,551	(158,477)	216,667	154,551	(62,116)
Miscellaneous	130,734	72,564	(58,170)	58,333	72,564	14,231
Total business	3,033,864	2,716,776	(317,088)	2,225,000	2,716,776	491,776
Telecommunications permits and	-	2,500	2,500	3,333	2,500	(833)
Permits and inspections	787,601	1,262,563	474,962	666,667	1,262,563	595,896
Other	7,830	9,870	2,040	6,000	9,870	3,870
Total licenses and permits	11,206,550	9,000,760	(2,205,790)	7,001,000	9,000,760	1,999,760
Intergovernmental:						
Shared county motor vehicle	59,776	66,301	6,525	53,333	66,301	12,968
Shared state:						
Bank excise tax	92,002	108,118	16,116	233,333	108,118	(125,215)
Business privilege tax	-	-	-	25,500	-	(25,500)
Liquor tax profits	102,980	132,314	29,334	116,667	132,314	15,647
State asset forfeiture	29,322	1,935	(27,387)	2,620	1,935	(685)
Total shared state	224,304	242,367	18,063	378,120	242,367	(135,753)
Shared federal asset forfeiture	9,068	-	(9,068)	5,591	-	(5,591)
Other	21,249	27,500	6,251	11,469	27,500	16,031
Total intergovernmental	314,397	336,168	21,771	448,513	336,168	(112,345)
Charges for services:						
General government - other	8,230	9,557	1,327	8,500	9,557	1,057
Public Safety:						
Fire training/transport	7,690	14,388	6,698	6,167	14,388	8,221
City schools	-	-	-	100,000	-	(100,000)
Auburn University	-	-	-	-	-	-
EAMC	76,250	76,250	-	101,667	76,250	(25,417)
Other	2,057	2,872	815	4,050	2,872	(1,178)
Health - Graves and monuments	80,205	80,400	195	80,000	80,400	400
Public Works - Paving and plan	37,232	56,151	18,919	38,333	56,151	17,818
Culture and Rec - Entry and con	628,546	630,064	1,518	754,333	630,064	(124,269)
Total charges for services	840,210	869,682	29,472	1,093,050	869,682	(223,368)
Fines and forfeits:						
Municipal Court	103,882	100,664	(3,218)	123,333	100,664	(22,669)
Other	23,837	17,510	(6,327)	27,500	17,510	(9,990)
Total fines and forfeits	127,719	118,174	(9,545)	150,833	118,174	(32,659)
Grant income	73,615	22,802	(50,813)	-	22,802	22,802
Contributions: Mobile Clinic	-	-	-	-	-	-
Contributions: Other	23,650	19,100	(4,550)	6,367	19,100	12,733
Investment income	1,522,146	1,572,651	50,505	1,066,667	1,572,651	505,984
Miscellaneous	159,402	102,125	(57,277)	179,836	102,125	(77,711)
Total revenues	38,540,002	37,721,335	(818,667)	30,158,332	37,721,335	7,563,003
Other financing sources						
Operating transfers from Electric	1,333,333	1,333,333	-	1,333,333	1,333,333	-
Other transfers	8,603	14,869	6,266	11,667	14,869	3,202
Sale of capital assets	17,575	-	(17,575)	7,560	-	(7,560)
Total other financing sou	1,359,511	1,348,202	(11,309)	1,352,560	1,348,202	(4,358)
Total revenue and other fi	\$ 39,899,513	\$ 39,069,537	\$ (829,976)	\$ 31,510,892	\$ 39,069,537	\$ 7,558,645

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
YTD January 31, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
General government:						
Legislative	\$ 173,389	\$ 187,426	\$ 14,037	\$ 162,011	\$ 187,426	\$ 25,415
Executive	94,867	97,382	2,515	231,913	97,382	(134,531)
Legal	124,818	142,297	17,479	147,098	142,297	(4,801)
Administration	122,834	165,548	42,714	392,525	165,548	(226,977)
Accounting	284,165	310,747	26,582	321,600	310,747	(10,853)
Human resources	305,627	298,188	(7,439)	358,961	298,188	(60,773)
Information technology	2,296,349	1,929,583	(366,766)	1,840,970	1,929,583	88,613
Revenue	112,023	155,208	43,185	202,387	155,208	(47,179)
Municipal court	136,040	208,218	72,178	259,485	208,218	(51,267)
Purchasing	155,454	153,841	(1,613)	191,447	153,841	(37,606)
Community development	118,098	142,055	23,957	155,493	142,055	(13,438)
Planning	440,283	373,423	(66,860)	758,369	373,423	(384,946)
Other - nondepartmental	386,590	422,905	36,315	298,460	422,905	124,445
Total general government	4,750,537	4,586,821	(163,716)	5,320,719	4,586,821	(733,898)
Public safety:						
Police	5,463,317	6,155,650	692,333	6,385,695	6,155,650	(230,045)
Probation	46,015	(133)	(46,148)	-	(133)	(133)
Fire	3,082,284	3,261,303	179,019	3,810,360	3,261,303	(549,057)
Other - nondepartmental	252,391	347,097	94,706	228,565	347,097	118,532
Total public safety	8,844,007	9,763,917	919,910	10,424,620	9,763,917	(660,703)
Public works:						
Streets & Lights	591,605	656,309	64,704	686,936	656,309	(30,627)
Engineering	277,046	286,056	9,010	479,061	286,056	(193,005)
Administration	179,289	208,886	29,597	250,446	208,886	(41,560)
Cemetery	92,610	95,214	2,604	103,134	95,214	(7,920)
Auto shop	248,660	277,014	28,354	803,490	277,014	(526,476)
Building maintenance	224,827	232,080	7,253	243,481	232,080	(11,401)
Inspection	320,600	411,004	90,404	411,882	411,004	(878)
Code Enforcement	90,106	52,727	(37,379)	88,035	52,727	(35,308)
Grounds maintenance	430,490	457,615	27,125	459,611	457,615	(1,996)
Total public works	2,455,233	2,676,905	221,672	3,526,076	2,676,905	(849,171)
Culture and recreation:						
Parks and recreation	2,181,687	2,341,167	159,480	2,900,951	2,341,167	(559,784)
Library	575,476	583,410	7,934	662,593	583,410	(79,183)
Other - nondepartmental	326,950	358,950	32,000	124,733	358,950	234,217
Total culture and recreation	3,084,113	3,283,527	199,414	3,688,277	3,283,527	(404,750)
Economic development:						
Development	183,508	181,793	(1,715)	241,326	181,793	(59,533)
Other - nondepartmental	200,721	523,732	323,011	564,955	523,732	(41,223)
Total economic development	384,229	705,525	321,296	806,281	705,525	(100,756)
Health:						
Animal control	40,321	36,203	(4,118)	46,562	36,203	(10,359)
Mobile Clinic	138	2,580	2,442	21,667	2,580	(19,087)
Other	134,292	208,374	74,082	191,149	208,374	17,225
Total health	174,751	247,157	72,406	259,378	247,157	(12,221)
Education	1,185,333	4,180,833	2,995,500	2,129,167	4,180,833	2,051,666
Welfare	714,917	477,250	(237,667)	172,833	477,250	304,417
Capital outlay	7,291,188	5,254,162	(2,037,026)	11,676,766	5,254,162	(6,422,604)
Total expenditures	28,884,308	31,176,097	2,291,790	38,004,117	31,176,097	(6,828,020)
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	10,505,777	-	(10,505,777)	-	-	-
Transfers to other funds	1,158,097	1,378,502	220,405	1,325,389	1,378,502	53,113
Total transfers out	11,663,874	1,378,502	(10,285,372)	1,325,389	1,378,502	53,113
Total expenditures and other financing uses	\$ 40,548,182	\$ 32,554,599	\$ (7,993,582)	\$ 39,329,506	\$ 32,554,599	\$ (6,774,907)

City of Opelika
 Capital Outlay (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD January 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	-	96,510	96,510	32,170	96,510	(64,340)
Legal	-	-	-	-	-	-
Administration	1,778,267	221,923	(1,556,344)	3,219,025	221,923	2,997,102
Accounting	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-
Information Technology	-	25,759	25,759	112,857	25,759	87,098
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total general government	\$ 1,778,267	\$ 344,192	\$ (1,434,075)	\$ 3,364,052	\$ 344,192	\$ 3,019,860
Public Safety:						
Police	443,723	113,838	(329,885)	215,915	113,838	102,077
Probation	-	-	-	-	-	-
Fire	41,723	170,021	128,298	56,674	170,021	(113,347)
Total public safety	\$ 485,446	\$ 283,859	\$ (201,587)	\$ 272,589	\$ 283,859	\$ (11,270)
Public Works:						
Streets	1,348,177	3,512,080	2,163,903	5,109,482	3,512,080	1,597,402
Engineering	1,282,681	333,584	(949,097)	1,288,545	333,584	954,961
Administration	370,145	146,468	(223,677)	744,352	146,468	597,884
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	\$ 3,001,003	\$ 3,992,132	\$ 991,129	\$ 7,142,379	\$ 3,992,132	\$ 3,150,247
Culture and Recreation:						
Parks and Recreation	1,871,116	633,980	(1,237,136)	897,752	633,980	263,772
Library	155,355	-	(155,355)	-	-	-
Total culture and recreation	\$ 2,026,471	\$ 633,980	\$ (1,392,491)	\$ 897,752	\$ 633,980	\$ 263,772
Economic development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Education and Welfare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total capital outlay expenditures	\$ 7,291,187	\$ 5,254,163	\$ (2,037,024)	\$ 11,676,773	\$ 5,254,163	\$ 6,422,610
PROPRIETARY FUNDS						
Electric	2,023,524	1,519,522	(504,002)	4,159,183	1,519,522	2,639,661
Sewer	336,217	1,545,577	1,209,360	1,785,338	1,545,577	239,761
Solid Waste	168,126	340,249	172,123	380,075	340,249	39,826
Total Proprietary funds	\$ 2,527,867	\$ 3,405,348	\$ 877,481	\$ 6,324,596	\$ 3,405,348	\$ 2,919,248
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	15,694	15,694	5,231	15,694	(10,463)
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	22,267	-	22,267
Road Construction - Street Resurfacing & Paving	14,566	28,543	13,977	127,512	28,543	98,969
Sportsplex Improvements	-	-	-	88,078	-	88,078
Community Development	-	-	-	-	-	-
Capital Improvement funds - Other	30,114	315,366	285,252	1,380,881	315,366	1,065,515
Industrial Road Grant funds - Other	-	-	-	-	-	-
Total Other Governmental funds	\$ 44,680	\$ 359,603	\$ 314,923	\$ 1,623,969	\$ 359,603	\$ 1,264,366
Total	\$ 9,863,734	\$ 9,019,114	\$ (844,620)	\$ 19,625,338	\$ 9,019,114	\$ 10,606,224



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

Monthly Permits for January 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	0	0
Plumbing Upgrades	0	0
Electrical Upgrades	0	0
Mechanical Upgrades	0	0
Reroofs And Roof Repairs	0	0
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	0

Monthly Totals for January

2015	\$	5,525,186.00
2016	\$	5,632,291.00
2017	\$	4,650,764.00
2018	\$	6,360,684.00
2019	\$	5,863,204.09
2020	\$	4,361,581.25
2021	\$	38,002,793.00
2022	\$	34,249,049.00
2023	\$	9,729,521.11
2024	\$	22,373,410.64
2025	\$	20,878,283.47
2025	\$	54,183,580.66

Total Permits Issued

4	New Buildings: Commercial	\$	2,349,299.00
0	Commercial Renovations And Repairs	\$	10,543,836.00
3	Signs	\$	57,920.00
105	New Single Family Homes	\$	19,832,380.00
19	Residential Repairs And Renovations	\$	1,682,304.66
155	New Apartment Units	\$	19,717,841.00
0	New Duplex Residences	\$	-

286

Total Permits for January 2026

\$ 54,183,580.66

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman

Jeff Kappelman
Chief Building Inspector

January 2026





BUILDING INSPECTIONS

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

Fiscal Year To Date Report - 2026

Building Repairs	Commercial	Residential
Building Repairs	1	13
Plumbing Upgrades	1	8
Electrical Upgrades	7	37
Mechanical Upgrades	7	20
Reroofs And Roof Repairs	3	32
Mobile Home Services	0	7
Building Additions/Accessory Structures	3	18

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	\$	156,333,681.50


Total Permits Issued:

14	New Buildings: Commercial	\$	48,496,507.00
10	Commercial Renovations And Repairs	\$	13,202,289.00
11	Signs	\$	226,512.00
281	New Single Family Homes	\$	62,713,091.00
96	Residential Repairs And Renovations	\$	3,633,535.50
215	New Apartment Units	\$	28,061,747.00
0	New Duplex Residences	\$	-

627

Permit Total Issued for FY 2026

\$ 156,333,681.50


Jeff Kappelman
Chief Building Inspector



Monthly Permit Detail

Jeff Kappelman, Chief Building Official

\$ 54,183,580.66 Total Valuation

Permits Details

Issue Date	Work Class	Address	Company Name	Valuation
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 6000		\$ 1,186,772.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 1000		\$ 4,105,004.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 4000	BATSON-COOK FLOURNOY CONSTRUCTION LLC	\$ 2,563,103.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 8000		\$ 4,612,160.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 7000		\$ 2,051,434.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 3000	BATSON-COOK FLOURNOY CONSTRUCTION LLC	\$ 2,340,286.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 5000	BATSON-COOK FLOURNOY CONSTRUCTION LLC	\$ 1,299,843.00
1/3/2026	Five Plus Family Apartments	2650 Frederick Rd Unit: Bldg 2000		\$ 1,559,239.00
1/3/2026	Amusement And Recreational Buildi	2650 Frederick Rd Unit: Bldg 9000		\$ 1,394,299.00
1/6/2026	Alteration	2507 Stonybrook Rd	STONE MARTIN BUILDERS	\$ 350,000.00
1/6/2026	Swimming Pool	1005 Sunset Ct		\$ 95,972.00
1/6/2026	New Single Family Detached	3611 Golden Eagle Ln	CONNOR BROTHERS CONSTRUCTION	\$ 285,580.00
1/6/2026	Signs	3025 Pepperell Pkwy	ADVANTAGE SIGN CO LLC	\$ 29,920.00
1/6/2026	Alteration	2204 Gateway Dr Unit: Ste E	PITTS RENOVATIONS	\$ 25,000.00
1/7/2026	New Single Family Detached	902 Lakeshore Ave		\$ 230,750.00
1/7/2026	Alteration	1105 Columbus Pkwy	TOP GLOBAL CONTRACTOR LLC	\$ 4,500,000.00
1/8/2026	Roots	3219 Turkey Trot Way		\$ 37,873.00
1/8/2026	Foundation	1011 Walker Gray Ct	HISE CONTRACTING SOLUTIONS	\$ 55,000.00
1/9/2026	New Single Family Detached	2336 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 287,769.00
1/12/2026	New	401 Simmons St		\$ 125,000.00
1/12/2026	New	409 Simmons St		\$ 125,000.00
1/12/2026	New Single Family Detached	1953 Arrowhead Ave	TRUE-WELL CONSTRUCTION LLC	\$ 444,532.00
1/13/2026	Fire Alarm	3000 Ballfields Loop Unit: Bldg 1100	T&T FIRE ALARM AND ELECTRICAL LLC	\$ 29,575.00
1/13/2026	New Single Family Detached	2601 Stokes Dr	DRB Village at Waterford	\$ 216,129.00
1/13/2026	Alteration	1404 Bonita Ave	YELLOWFIN CONSTRUCTION LLC	\$ 32,500.00

Monthly Permit Detail

1/13/2026	Fire Alarm	3000 Ballfields Loop Unit: Bldg 1200	T&T FIRE ALARM AND ELECTRICAL LLC	\$	29,575.00
1/13/2026	Addition	1935 Hidden Lakes Dr	CLS CONSTRUCTION	\$	21,000.00
1/13/2026	New Single Family Detached	2607 Stokes Dr	DRB GROUP ALABAMA LLC	\$	232,674.00
1/13/2026	New Single Family Detached	2595 Stokes Dr	DRB GROUP ALABAMA LLC	\$	232,674.00
1/13/2026	New Single Family Detached	2367 Fuzzy Ffs	EDGAR HUGHSTON BUILDER INC	\$	230,808.00
1/14/2026	Alteration	3402 Dale Ave Unit: Apt B	The Oakmont Company, LLC	\$	83,333.33
1/14/2026	Alteration	3405 Arnold Ave Unit: Apt C	The Oakmont Company, LLC	\$	83,333.00
1/14/2026	Alteration	3405 Arnold Ave Unit: Apt A	The Oakmont Company, LLC	\$	83,333.33
1/14/2026	Swimming Pool	3008 Oak Bowery Rd	Splash Pools	\$	112,195.00
1/14/2026	Alteration	2000 Pepperell Pkwy	BAILEY HARRIS CONSTRUCTION COMPANY	\$	5,383,182.00
1/14/2026	Fire Alarm	325 Dunlop Dr	HARRIS SECURITY SYSTEMS INC	\$	19,197.00
1/14/2026	New Single Family Detached	1065 Como Way	STONE MARTIN BUILDERS	\$	262,563.00
1/16/2026	Accessory Buildings	2400 Sanders Creek Dr	DAVIS HANDYMAN SERVICES LLC	\$	32,250.00
1/16/2026	New	2212 Frederick Rd	C. N. BAILEY & COMPANY, INC	\$	705,000.00
1/16/2026	Swimming Pool	5215 Mary Olive Rd	The Backyard Experience	\$	105,750.00
1/16/2026	Swimming Pool	2802 Stonybrook Rd	The Backyard Experience	\$	210,560.00
1/21/2026	New Single Family Attached	1182 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1170 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1206 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	2700 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1032 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1176 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1080 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	2706 Lumberjack Ln	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	2713 Lumberjack Ln	Jim Chapman Construction Group	\$	144,784.00
1/21/2026	New Single Family Attached	2754 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1165 Buffalo Blvd	Jim Chapman Construction Group	\$	144,784.00
1/21/2026	New Single Family Attached	1171 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1049 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1159 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00

Monthly Permit Detail

1/21/2026	New Single Family Attached	1140 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1013 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1104 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1019 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	2748 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1152 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1147 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1128 Buffalo Blvd	Jim Chapman Construction Group	\$	144,784.00
1/21/2026	New Single Family Attached	1038 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1001 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1062 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1164 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1110 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1086 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1098 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1153 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1068 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1031 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1037 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1092 Buffalo Blvd	Jim Chapman Construction Group	\$	144,784.00
1/21/2026	New Single Family Attached	1116 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1056 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1146 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1158 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1007 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	2719 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1025 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	Porches	1763 Morning Glory Dr	TRICOUNTY SCREEN ENCLOSURES, LLC	\$	9,275.00
1/21/2026	New Single Family Attached	1074 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	2707 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00

Monthly Permit Detail

1/21/2026	New Single Family Attached	1043 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1194 Buffalo Blvd	Jim Chapman Construction Group	\$	138,609.00
1/21/2026	New Single Family Attached	1122 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	2712 Lumberjack Ln	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1044 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1200 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1050 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00
1/21/2026	New Single Family Attached	1188 Buffalo Blvd	Jim Chapman Construction Group	\$	195,043.00

Monthly Sewer Connections Report

January 2026

Inspection Date	Address	Contact Company Name
1/2/2026	1366 KAY CT	Stone Martin Builders
1/6/2026	2525 INTERSTATE DR	Marshall & Associates Llc
1/8/2026	3260 ACADEMY DR Unit: UNIT 702	Marshall & Associates Llc
1/8/2026	1785 HANSON ST	Moores Construction
1/8/2026	3611 GOLDEN EAGLE LN	Conner Brothers Construction
1/8/2026	3260 ACADEMY DR Unit: UNIT 701	Marshall & Associates Llc
1/9/2026	1123 COMO WAY	Stone Martin Builders
1/9/2026	390 GRAY ST	Brock Built Homes Of Alabama
1/9/2026	337 GRAY ST	Brock Built Homes Of Alabama
1/9/2026	1344 KAY CT	Stone Martin Builders
1/12/2026	3260 ACADEMY DR Unit: UNIT 703	Marshall & Associates Llc
1/12/2026	3260 ACADEMY DR Unit: UNIT 706	Marshall & Associates Llc
1/12/2026	3260 ACADEMY DR Unit: UNIT 705	Marshall & Associates Llc
1/15/2026	3107 LAKEWOOD LN	Toland Construction
1/13/2026	3260 ACADEMY DR Unit: UNIT 608	Marshall & Associates Llc
1/13/2026	3260 ACADEMY DR Unit: UNIT 609	Marshall & Associates Llc
1/13/2026	3260 ACADEMY DR Unit: UNIT 607	Marshall & Associates Llc
1/12/2026	3260 ACADEMY DR Unit: UNIT 704	Marshall & Associates Llc
1/16/2026	214 FIREFLY LN	Holland Homes
1/15/2026	3131 LAKEWOOD LN	Toland Construction
1/15/2026	3119 LAKEWOOD LN	Toland Construction
1/15/2026	3143 LAKEWOOD LN	Toland Construction
1/21/2026	378 GRAY ST	Brock Built Homes Of Alabama

Monthly Sewer Connections Report

1/20/2026	1717 HIDDEN LAKES DR	Stone Martin Builders
12/29/2025	2620 Jansen Ave	Holland Homes
12/29/2025	2626 Jansen Ave	DRB Village at Waterford
12/29/2025	2598 Stokes Dr	DRB GROUP ALABAMA LLC
12/29/2025	1709 Hidden Lakes Dr	DRB Village at Waterford
12/31/2025	2009 Como Way	STONE MARTIN BUILDERS
12/31/2025	1080 Como Way	STONE MARTIN BUILDERS

Business Name: DBA: Social bar and grill



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 Schedule #80 \$2,250.00
(PACKAGE STORE)
- 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



Business Name: Sai RIAANSH INC DBA EAGLE FOOD MART



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.

- | | | |
|--|---------------|------------|
| <input type="checkbox"/> BEER WHOLESale | Schedule #70 | \$ 250.00 |
| <input type="checkbox"/> WINE WHOLESale | Schedule #71 | \$ 275.00 |
| <input type="checkbox"/> BEER & WINE WHOLESale | Schedule #72 | \$ 525.00 |
| <input type="checkbox"/> LOUNGE RETAIL LIQUOR CLASS 1 | Schedule #73 | \$2,000.00 |
| <input type="checkbox"/> RESTAURANT RETAIL LIQUOR | Schedule #74 | \$1,000.00 |
| <input type="checkbox"/> PRIVATE CLUB LIQUOR | Schedule #75 | \$1,000.00 |
| <input checked="" type="checkbox"/> RETAIL WINE OFF PREMISE | Schedule #76 | \$ 75.00 |
| <input type="checkbox"/> RETAIL WINE ON PREMISE | Schedule #77 | \$ 300.00 |
| <input type="checkbox"/> RETAIL BEER ON PREMISE | Schedule #78 | \$ 75.00 |
| <input checked="" type="checkbox"/> RETAIL BEER OFF PREMISE | Schedule #79 | \$ 50.00 |
| <input type="checkbox"/> LOUNGE RETAIL LIQUOR CLASS 2
(PACKAGE STORE) | Schedule #80 | \$2,250.00 |
| <input type="checkbox"/> SPECIAL RETAIL BEER AND WINE LICENSE FOR PUBLIC AND PRIVATE GOLF COURSES. | Schedule # 81 | \$ 250.00 |
| <input type="checkbox"/> SPECIAL EVENTS RETAIL LICENSE | Schedule # 82 | \$ 100.00 |
| <input type="checkbox"/> BREWPUB | Schedule # 28 | \$ 750.00 |
| <input type="checkbox"/> MANUFACTURER | Schedule # 28 | \$ 500.00 |
| <input type="checkbox"/> DANCE HALL | Schedule #16 | \$ 110.00 |
| <input type="checkbox"/> SPECIAL RETAIL MORE THAN 30 DAYS | Schedule #16 | \$ 250.00 |





Business Name: SHIVADHYA LLC DBA OPELIKA

PACKAGE STORE

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 Schedule #80 \$2,250.00
(PACKAGE STORE)
- 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





Business Name: SHEVADHYA LLC DBA PETRO FOOD MART

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 *b* Schedule #76 \$ 75.00
- RETAIL WINE ON PREMISE Schedule #77 \$ 300.00
- RETAIL BEER ON PREMISE *b* Schedule #78 \$ 75.00
- RETAIL BEER OFF PREMISE *b* Schedule #79 \$ 50.00
- LOUNGE RETAIL LIQUOR CLASS 2 Schedule #80 \$2,250.00
(PACKAGE STORE)
- 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





Business Name: Together we thrive llc DBA Wild Wine Cafe'

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 Schedule #80 \$2,250.00
(PACKAGE STORE)
- 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





REQUEST TEMPORARY STREET CLOSURE

DATE this request made: Jan 29, 2026

NAME OF INDIVIDUAL: Cindy Torbert
 ADDRESS: 1202 Rock Fence Rd
Auburn
Ala. ZIP 36830

PHONE # 334 312-4177
 EMAIL Address cindytorbert67@gmail.com

NAME OF ORGANIZATION: Foundry United Methodist Church
 ADDRESS: 200 N. 2nd St
Opelika
Ala. ZIP 36830

PHONE # Leigh Ann Parker (251) 253-0757
Party organizer

REASON FOR REQUEST: Easter Egg Hunt
+ church dinner

- Information needed:
1. Date of event. Sunday March 29, 2026 3:30 p-6:30 p
 2. Start and end time. Rain date April 4th
 3. Est. number of participants. 150+
 4. Map of route or detailed route description with start/end points. on file same as 2025
 5. Specific location on route of street barricades if needed. }
 6. If barricades are needed, you must provide volunteers to man all barricades during the entire event.
 7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event.

SIGNED: Cindy Torbert

NAME (printed): Cindy Torbert

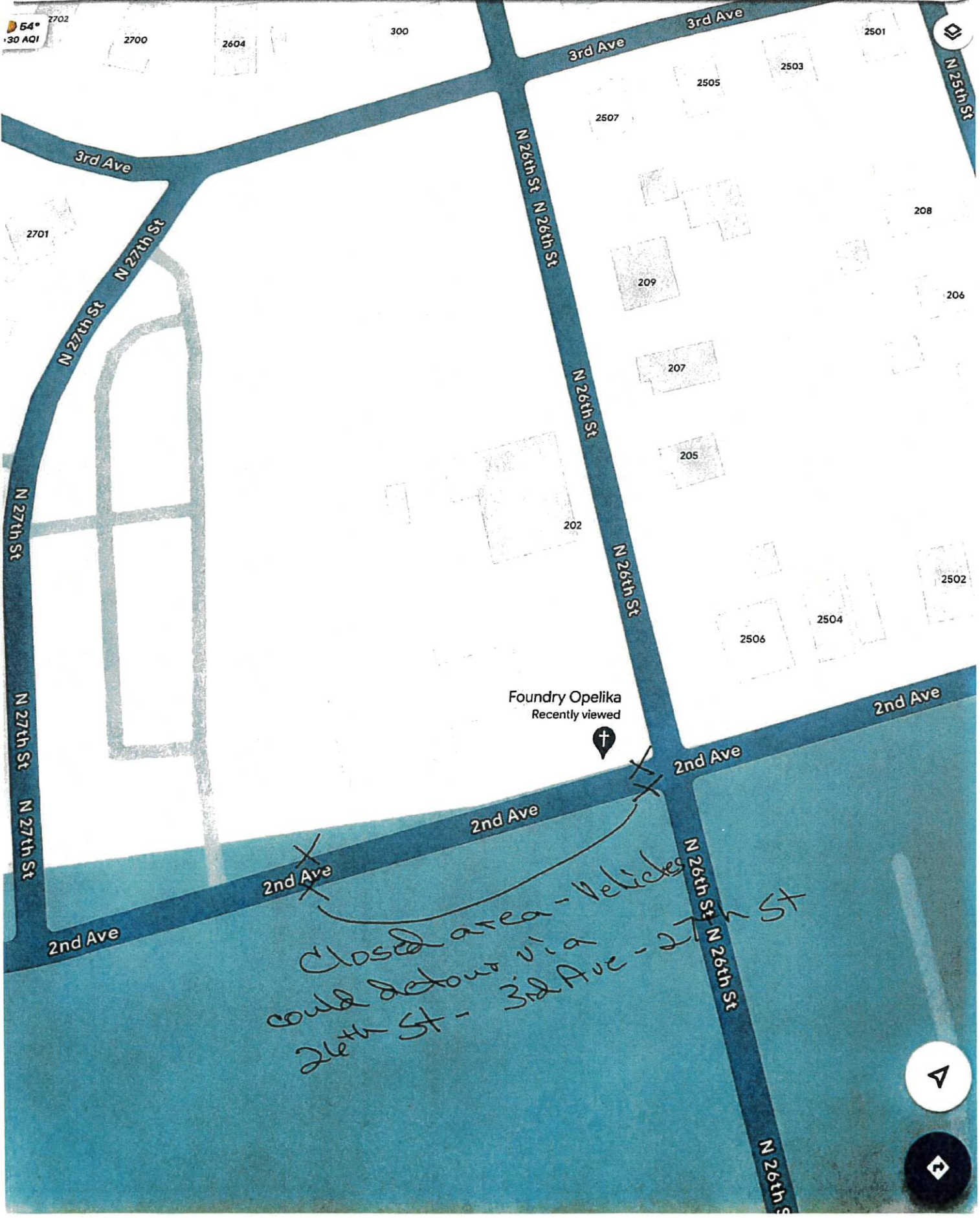
Email completed form & information to: Russell A. Jones, MMC
 City Clerk
rjones@opelika-al.gov
 334-705-5110

Contacts:
 For barricades, call April at ESG/Public Works: 705-5413
 For additional garbage cans or recycling cans, call Drucilla at Environmental Services: 705-5480

Search here



54°
30 AQI



Foundry Opelika
Recently viewed



*Closed area - vehicles
could detour via
26th St - 3rd Ave - 27th St*



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: February 2, 2026

NAME OF INDIVIDUAL: LeTony Baker

ADDRESS: 3907 Tuscarawas St W Unit 9
Canton
Ohio ZIP 44708

PHONE # 334.740.1949

EMAIL Address wwaplika@gmail.com

NAME OF ORGANIZATION: Walking With A Purpose (WWAPLIKA)

ADDRESS: 3907 Tuscarawas St W. Unit 9
Canton
Ohio ZIP 44708

PHONE # 334.740.1949

REASON FOR REQUEST: Community youth walk and empowerment event (WWAPLIKA 1000 Youth Walk), including organized walking route, youth activities, and community engagement.

Information needed:

- 1. Date of event. Saturday April 4th 2026
- 2. Start and end time. 10Am-2Pm
- 3. Est. number of participants. 1000
- 4. Map of route or detailed route description with start/end points. Start: Antioch Missionary Baptist Church. End: Covington Recreation Center
- 5. Barricades requested along designated route between Antioch Missionary Baptist Church and Covington Recreation Center, at key intersections as determined by Opelika Police Department and Public Works.
- 6. Yes — WWAPLIKA will provide volunteers to assist with barricades in coordination with Opelika Police Department.
- 7. Directional and safety signage will be placed along the route on the day of the event and removed immediately following the conclusion of the walk.
- 8. Specific location on route of street barricades if needed.
- 9. If barricades are needed, you must provide volunteers to man all barricades during the entire event.
- 10. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event.

SIGNED:

NAME (printed): LeTony Baker

WWAPlika 1000 Youth Walk Simple Route Description

Event: WWAPlika 1000 Youth Walk & Community Day

Date: Saturday, April 4, 2026

Time: 10:00 AM – 2:00 PM

Estimated Walk Time: 10:45 AM – 11:30 AM

Location: Opelika, Alabama

Walk Route Overview

The WWAPlika 1000 Youth Walk will begin at Antioch Missionary Baptist Church and conclude at Covington Recreation Center. Participants will walk together as a supervised group along designated city streets. The Opelika Police Department and WWAPLIKA volunteers will assist with safety, traffic control, and route coordination throughout the walk.

Start & End Points

Start Location: Antioch Missionary Baptist Church

End Location: Covington Recreation Center

Safety & Logistics

- Participants will walk as a group under staff and volunteer supervision.
- Opelika Police Department will provide traffic support along the route.
- WWAPLIKA volunteers will assist with crowd control and barricades as needed.
- Directional and safety signage will be placed on the day of the event and removed immediately following the walk.
- Upon arrival at Covington Recreation Center, youth and families will transition into scheduled activities including basketball skills challenges, community resource fair, food distribution, and family engagement.

Event Organizer: Walking With A Purpose – Opelika (WWAPlika)

Contact: LeTony "Tony" Baker | 234-804-5100 | wwap2023@gmail.com



Imagery ©2026, Map data ©2026 Google, United States, Terms, Privacy, Send Product Feedback



DOWNTOWN STREET CLOSURE REQUEST APPLICATION

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

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

(334) 705-5110

rjones@opelika-al.gov

204 South 7th Street

Opelika, AL 36801

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

Updated September 26, 2025

Before submitting your request, please note the following:

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

The following information is required to complete this application:

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

#1 - Event Contact Information

Organization/Individual making this request

Opelika Rotary Club

Point of Contact for this request

- Name (First/Last) Brooke Kastner
- Daytime Tel. # 334-332-4918
- Email Address brooke@aotourism.com
- Mailing Address 312 N. Gay Street, Suite 1
Auburn, AL 36830

#2 - Event Details

- What is the date of your event? Saturday, June 6, 2026
- Time your event starts (CST) 11:00 AM
- Time your event ends (CST) 2:00 PM
- Time of set up and barricade block (CST) 6:00 AM
- Anticipated number of participants +/- 600
- Event Type: Burger Wars 2026 (burger competition)
(parade, march, assembly, rally, market, memorial, etc.)
- How many extra garbage cans do you need? 25
You are required to get extra cans.

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

North Railroad from 7th Street to 8th Street, 8th Street from North Railroad to 1st Avenue, and 1st Avenue from 8th Street to 7th Street

#2 - Event Details (cont'd)

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

YES

NO

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

Does your event involve any part of Courthouse Square?

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

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

Will you require electrical power for your event?

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

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

Do you have sufficient volunteers for your event?

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

You have contacted all businesses affected by the road closure.

#3 - Statement of Responsibility

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

- My request will be reviewed and must be approved by the Opelika City Council.
- The requesting organization/individual is responsible for ensuring all vendors have the proper licensing to conduct their business within the City of Opelika. Unlicensed businesses are subject to fines and/or removal from the premises.
- All items brought in for the event and resulting waste shall be removed or properly disposed of immediately following the end of the event/same day as event. You are required to request and pay for extra garbage cans for your event. Payment arrangements must be made prior to event. Opelika Environmental Services will place event cans downtown. It is your responsibility to move those cans throughout your event, as well as place them back in original location immediately following the event. Please do not put excess garbage or uncontained items on the right-of-way. If you have excess garbage, please contact the OES Director at 334744-4131.
- No dyes, chemicals, animals, people, foreign objects, etc. are allowed in the fountain. Any damage to the fountain will result in a fine to cover the full cost of repairs and cleaning.
- You are not to hang or attach anything to city property, signage, or local businesses without written approval.
- All sound ordinances shall be adhered to.
- Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway for your approved closure time and to return them to where they were dropped off at the end of your event.
- An approved street closure request does NOT guarantee all vehicles will be removed from the affected street(s) prior to your event.
- An approved street closure request does NOT give you the authority to tow/forcibly remove any legally parked vehicles.
- If you do not clean up after your event, or if you cause any damage to city property, you could be banned from future approval and use.
- You are allowed to place flyers on the windshield of vehicles within your approved closure request up to 24 hours in advance of your event if it is done in a way that does not damage the vehicle. (No tape, sticky paper, anything that would stain or scratch, etc.)



Signature

2/10/2026

Date

Street Map

Please highlight the street(s) you are requesting be closed and the route you will take if your event is a march, parade, etc.

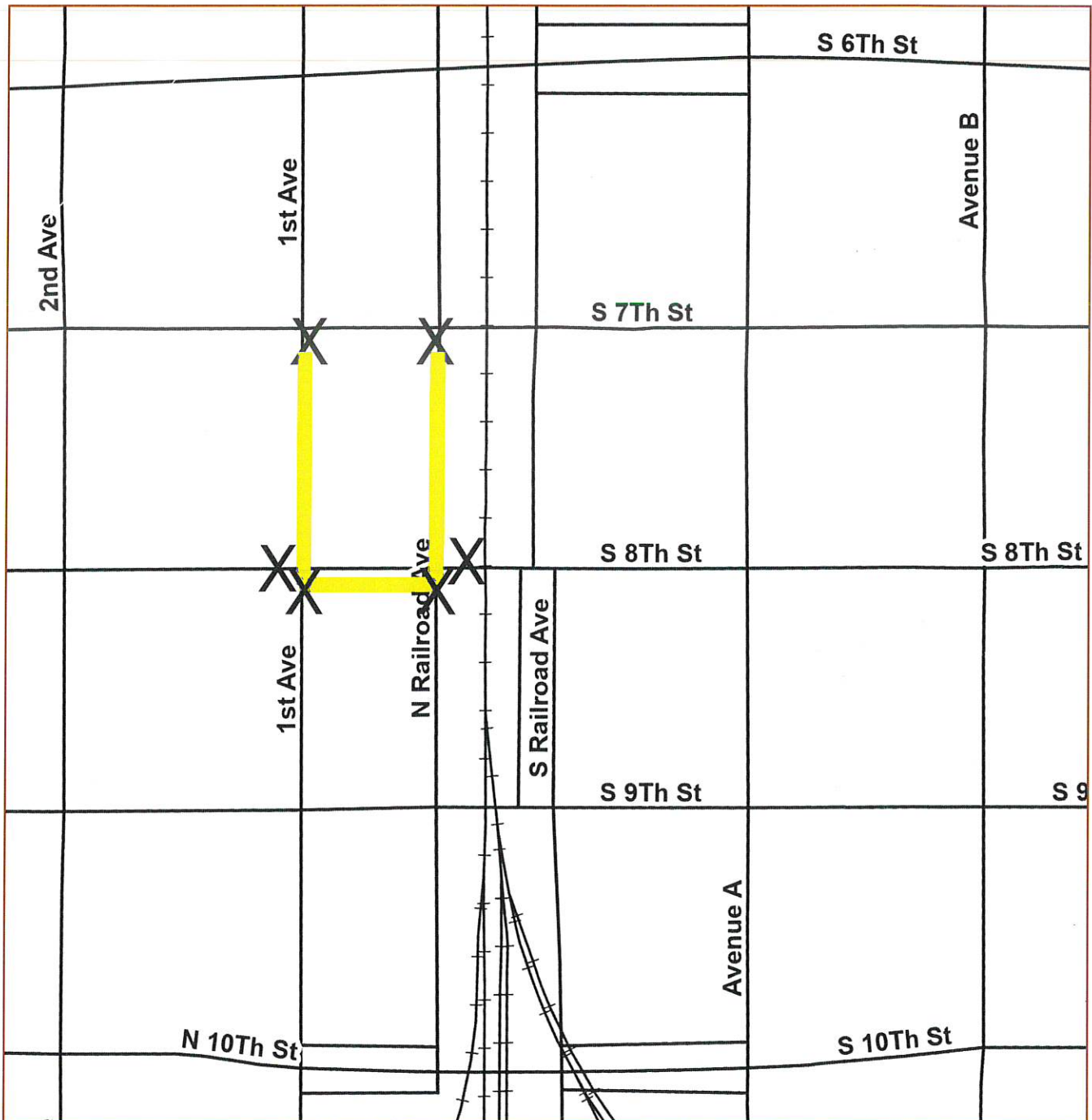
Please Note:

Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway at your approved closure time, staff them during your event, and return them to where they were dropped off at the end of your event.

X = Barricade Location

— = Requested Street

▶ = Parade/March Path



RESOLUTION NO. _____

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

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

Employee -----	Department -----	\$ Amount -----
Janataka Hughley-Holmes	Legislative	\$ 92.08
Todd Rauch	Legislative	\$ 92.08

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

EXPENSE REPORT

NAME

Janataka Hughley-Holmes

DEPARTMENT

Legislative

PERIOD ENDING

1/31/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 1/25/26												0.00
MON 1/26/26	Opelika, AL, to Montgomery, AL					46.04						46.04
TUE 1/27/26												0.00
WED 1/28/26	Montgomery, AL to Opelika, AL					46.04						46.04
THU 1/29/26												0.00
FRI 1/30/26												0.00
SAT 1/31/26												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	92.08	0.00	0.00	0.00	0.00	0.00	92.08

WEEKLY TOTAL EXPENSES 92.08

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

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Economic Development Association of Alabama
Conference Montgomery, Alabama

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

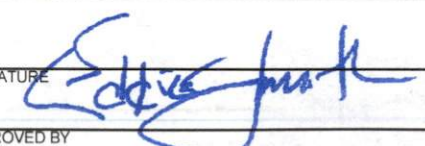
MAIL TO

Employee - Janataka Hughley-Holmes

Legislative Dept.

SIGNATURE

APPROVED BY



ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
1/26/26	63.5 Miles @ .725 cents per mile	46.04
1/28/26	63.5 Miles @ .725 cents per mile	46.04

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agree To P.O.	
	Exis Verified <i>DS</i>	
	Footing Verified	
	Inv. Price Bio Price	
	Ok To Pay	
	A/C # Verified	

EXPENSE REPORT

NAME

Todd Rauch

DEPARTMENT

Legislative

PERIOD ENDING

1/31/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 1/25/26	Opelika, AL, to Montgomery, AL					46.04						46.04
MON 1/26/26												0.00
TUE 1/27/26												0.00
WED 1/28/26	Montgomery, AL to Opelika, AL					46.04						46.04
THU 1/29/26												0.00
FRI 1/30/26												0.00
SAT 1/31/26												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	92.08	0.00	0.00	0.00	0.00	0.00	92.08

WEEKLY TOTAL EXPENSES **92.08**

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Economic Development Association of Alabama Conference Montgomery, Alabama

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
1/26/26	63.5 Miles @ .725 cents per mile	46.04
1/28/26	63.5 Miles @ .725 cents per mile	46.04

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee - Todd Rauch

Legislative Dept.

SIGNATURE

APPROVED BY

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	Executive Office Sofa	NA
2.	1	Ea.	2001 Cushman	NA

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING QUOTATION FROM CDW
GOVERNMENT, LLC, FOR NUTANIX SERVER CLUSTER AT
OPELIKA POLICE DEPARTMENT DATA CENTER**

WHEREAS, Nutanix, Inc. (“Nutanix”) consolidates and simplifies running virtual servers, databases, and provides infrastructure solutions that are secure for digital services and enable a mobile workforce; and

WHEREAS, the Chief Information Officer has determined that the Nutanix maintenance contract for the city’s two (2) server clusters (six (6) servers at OPD and four (4) servers at the Aubix datacenter) should be renewed; and

WHEREAS, CDW Government LLC (“CDW”) is the National IPA Technology Solutions, an Omnia Partner, Vendor for Nutanix servers; 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 server cluster as provided in said quotation is \$66,913.00, and the Chief Information Officer has certified that funds for the purchase of the server cluster 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 server cluster 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.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW Government, LLC, a purchase order for the purchase of the server cluster in the amount of \$66,913.00 as referenced above.

5. That the Mayor and the Chief Information Officer are hereby authorized to approve payment of all invoices in accordance with the provisions of the Quote.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



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

QUOTE CONFIRMATION

STEPHEN DAWE,

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

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

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSXQ647	1/28/2026	NUTANIX-XQ-3635416	0936449	\$66,913.00

IMPORTANT - PLEASE READ

Special Instructions: Nutanix is not returnable

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX CLOUD INFRASTRUCTURE SUB RNW</u> Mfg. Part#: RSW-NCI-ULT-PR SN#:23SW000287667, LIC-01565934, Term: 05-03-2026 to 05-02-2027 4:00:00 PM Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	96	7321039	\$592.84	\$56,912.64
<u>NUTANIX CLOUD MANAGER SUB RNW</u> Mfg. Part#: RSW-NCM-STR-PR SN#:23SW000287668, LIC-01565935, Term: 05-03-2026 to 05-02-2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	96	7321041	\$74.50	\$7,152.00
<u>NUTANIX HARDWARE RENEWAL SUPPORT</u> Mfg. Part#: RS-HW-PRD-ST SN#:23SH5K130221, 23SH5K130222, 23SH5K130223, 23SH5K130227, Term: 05-03-2026 to 05-02-2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	4	6072643	\$712.09	\$2,848.36

unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$66,913.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$66,913.00

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.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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.

Click Your Industry

Education | Government

Nonprofit



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,



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



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

Information Technology Products and Services

City of Mesa, AZ

Contract Number: 2024056-01

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

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

Executive Summary

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

Master Agreement Documents

- [Official Signed Contract](#)

Response Evaluation

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

Solicitation Process

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

Previous Contract

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

Technology Products, Solutions and Related Services

Cobb County, GA

Contract Number: 23-6692-02

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



- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

Previous Contract

- [Former Contract R160201](#)



INDUSTRIES

[K-12 Education](#)
[Higher Education](#)
[Government](#)
[Nonprofit](#)
[Enterprise](#)
[Corporate](#)
[Private Equity](#)
[Real Estate](#)

SOLUTIONS

[Contract Offerings](#)
[OPUS](#)
[Data & Spend](#)
[Analytics](#)
[Industry Experts](#)

ABOUT US

RESOURCES

CAREERS



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

[BECOME A MEMBER](#)

[Privacy Policy](#) | [Terms of Use](#)



RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED

WHEREAS, pursuant to Resolution no. 267-97, the City Council of the City of Opelika, Alabama, (the “City Council”) approved the demolition and removal of the building or structure located at 305 Twenty Second Street; and

WHEREAS, pursuant to Resolution No. 128-98, adopted on June 16, 1998, the City Council assessed the cost of demolition and removal of a building located at 305 Twenty Second Street in the amount of \$1,173.29 to Lewis Cass Payseur Trust Company (“Lewis Cass”); and

WHEREAS, the City of Opelika (the “City”) filed a lien assessment against the property due to unpaid assessments by Lewis Cass; and

WHEREAS, Resolution No. 128-98 was recorded in Deed Book 2177, at Page 582 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Resolution No. 128-98 should have been recorded as a lis pendens instead of a deed which now clouds the title to the property; and

WHEREAS, Lewis Cass Payseur Trust Company conveyed the property described below to Solar Electric Corporation, by Purchase Order and General Warranty Deed dated May 5, 1999, said Deed being recorded in Deed Book 2190 at Page 156 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the City desires to perfect title to the property described below by executing and recording a quitclaim deed to Solar Electric Corporation.

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

1. That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, a quitclaim deed, a copy of which is on file in the Office of the City Clerk, whereby the City of Opelika does quitclaim all of its right, title, claim and interest in and to the premises described below to Solar Electric Corporation:

LOT NUMBER FOUR (4), in Block 8, of the Pepperell Subdivision as shown by map or plat of survey of record in the Office of the Judge of Probate of Lee County, in Town Plat Book 6, at Pages 4 and 5, and further recorded in Deed Volume 504 at Page 103 as conveyed by Pepperell Manufacturing Company by the Instrument dated October 16, 1958, and by Instrument recorded in Deed Volume 1011 at Page 533 in the Office of the Judge of Probate of Lee County, Alabama;

SUBJECT TO, HOWEVER, those restrictions detailed in the 37th United States Congress, Session II, Chapter 195, the 37th United States Congress, Session I, Chapter 3, the 34th United States Congress, Session I, Chapter 41, the 27th United States Congress, Session I, Chapter 16, the 14th United States Congress, Session II, Chapter 62, the 4th United States Congress, Session I, Chapter 29, Ibid.

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)
): QUITCLAIM DEED
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, said **CITY** does hereby remise, release, quitclaim and convey unto the said **SOLAR ELECTRIC CORPORATION** as its respective interests appear of record, all of its rights, title, claim, assessments, liens and interest in and to the following described real estate situated in the City of Opelika, Lee County, Alabama, to-wit:

LOT NUMBER FOUR (4), in Block S, of the Pepperell Subdivision as shown by map or plat of survey of record in the Office of the Judge of Probate of Lee County, in Town Plat Book 6, at Pages 4 and 5, and further recorded in Deed Volume 504 at Page 103 as conveyed by Pepperell Manufacturing Company by the Instrument dated October 16, 1958, and by Instrument recorded in Deed Volume 1011 at Page 533 in the Office of the Judge of Probate of Lee County, Alabama;
SUBJECT TO, HOWEVER, those restrictions detailed in the 37th United States Congress, Session II, Chapter 195, the 37th United States Congress, Session I, Chapter 3, the 34th United States Congress, Session I, Chapter 41, the 27th United States Congress, Session I, Chapter 16, the 14th United States Congress, Session II, Chapter 62, the 4th United States Congress, Session I, Chapter 29, Ibid.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Eddie Smith, its Mayor, and its seal to be affixed by Russell Jones, City Clerk, both of whom are hereunto authorized pursuant to Resolution No. _____ of the City Council of the City of Opelika, Alabama, a copy of which is attached hereunto and marked Exhibit “A” on this the ___ day of _____, 2026.

City of Opelika, Alabama

By: _____
Eddie Smith
Mayor

ATTEST:

Russell Jones, MMC
City Clerk

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Eddie Smith and Russell Jones, whose names as Mayor and City Clerk, respectively, for the City of Opelika, a municipal corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents thereof, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ___ day of _____, 2026.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

GRANTEES' ADDRESS:
Solar Electric Corporation
441 Vesclub Way
Vestavia Hills, AL 35216

**THIS INSTRUMENT WAS PREPARED BY:
ROBERT T. TREESE, III
CITY ATTORNEY
CITY OF OPELIKA
204 S. 7TH STREET
P.O. BOX 390
OPELIKA, AL 36801
334-705-2104**

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO
PURCHASE STREAM AND WETLAND MITIGATION CREDITS FROM
MITIGATION SOLUTIONS-MIDCREEKS LLC, FOR THE
CONSTRUCTION OF NORTHPARK DRIVE EXTENSION PROJECT**

WHEREAS, the City of Opelika, Alabama (the “City”) proposes to extend Northpark Drive northeast approximately 1700 feet; construct a bridge over Halawakee Creek and continue approximately 500 feet to a location above the flood plain where a new turn around will be constructed (hereinafter referred to as the “Project”); and

WHEREAS, work on the Project requires the City to mitigate for stream and wetland impacts; and

WHEREAS, as a result of the Project the City is required to purchase 151.20 stream credits and 1.33 wetland credits; and

WHEREAS, Mitigation Solutions-Midcreeks LLC has submitted to the City a proposal (the “Proposal”) to sell to the City 151.20 stream credits for \$18,144 and 1.33 wetland credits for \$27,930 for a total amount of \$46,074; and

WHEREAS, the City Council has determined that it is now in the best interest of the City and its citizens to accept said Proposal.

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

1. That the above recitals are true and correct.
2. That the Proposal dated January 28, 2026, submitted by Mitigation Solutions-Midcreeks LLC, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby approved and accepted by the City.
3. That the Mayor is hereby authorized to purchase from Mitigation Solutions-Midcreeks LLC 151.20 stream credits and 1.33 wetland credits for the total amount of \$46,074.
4. That the purchase price for said mitigation credits shall be paid from the SEEDS Grant managed by the Economic Development Department, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.
5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue

a purchase order to Mitigation Solutions-Midcreeks LLC for the purchase of said stream and wetland mitigation credits as outlined in the attached Proposal at a total cost not to exceed \$46,074.

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 acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other agreements, contracts, 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 Proposal.

7. That this Resolution shall take effect immediately 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

MITIGATION SOLUTIONS-MIDCREEKS LLC

February 9, 2026

Mr. John Sweatmen
Director
Opelika Economic Development
204 South 7th Street
Opelika, AL 36801

**RE: Midcreeks Mitigation Bank
Stream and Wetland Mitigation Quote
SAM-2025-00130-AMR**

Mr. Sweatman:

The Midcreeks Mitigation Bank (MCMB) agrees to sell **151.20 stream credits for a total of \$18,144 and 1.33 wetland credits for a total of \$27,930**, to satisfy the mitigation requirement for your project. The above credit totals include an additional out-of-watershed proximity factor penalty of 12% to the MCMB. These credits must be purchased prior to project impacts. Upon receipt of payment, we will forward a certificate of sale to both you and the Corps of Engineers to provide written verification that your mitigation requirements were met. This quote is valid for a period of 90 days from the date above. If you are interested in proceeding with mitigation through the MCMB, please forward a check made payable to "**Mitigation Solutions Midcreeks, LLC**". Please mail the check to the attention of:

MidCreeks Mitigation Bank
Attn: Rob Carlton
2660 Eastchase Lane, Suite 200
Montgomery, AL 36117

If you have any questions or need more information, please do not hesitate to contact me.

Respectfully,



John Gray
Midcreeks Mitigation Bank

RESOLUTION NO. _____

**RESOLUTION DENYING APPLICATION FOR CLASS TWO LIQUOR
LICENSE/PACKAGE STORE AT 510 GENEVA STREET FOR TOP SHELF
ALTERNATIVES**

WHEREAS, on January 22, 2026, Top Shelf Alternatives, L.L.C., (“Top Shelf”) applied for a Class Two alcohol/package store liquor license, at 510 Geneva Street (the “Premises”); and

WHEREAS, Section 7.6 of the Zoning Ordinance of the City of Opelika provides that Geneva Street is in the Gateway Corridor Secondary Overlay District (“GC-S”); and

WHEREAS, the City has notified the applicant of the denial of the application for a class 2 liquor/package store license sought on the basis of noncompliance with Section 3-34 of the City Code of Ordinances; and

WHEREAS, the license sought is also not allowed as a conditional use within the GC-S Overlay District as the proposed use violates the provision of Section 7.3(C) of the Zoning Ordinance and the application has been referred to the council pursuant to Section 14-317 of the Code of Ordinances.

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

1. That the above recitals are hereby incorporated by reference as if the same were fully set forth herein.
2. That the application submitted by Top Shelf for a class two liquor license is hereby denied for the reasons stated above.
3. That the City Clerk is hereby directed to send notice of denial of the application, together with a copy of this Resolution, to the applicant by U.S. Mail.
4. That if the applicant desires to appear before the City Council to show cause why

said licenses should be issued, it shall file a written application with the City Clerk, said notice to be filed within two (2) weeks from the date of mailing by the City Clerk of the notice of denial of such license by the City Clerk.

5. That the 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



PLANNING
700 Fox Trail • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-5156 (f) 334-705-5159
www.opelika-al.gov

January 30, 2026

Top Shelf Alternatives, LLC.
Attn: Bradley Haddon
510 Geneva Street, Unit 3 & 4
Opelika, AL 36801

Subject: Package Store – 510 Geneva Street Unit 3 & 4

To Whom It May Concern,

It is our understanding that you and your partners are in the process of requesting a **Controlled License – Alcoholic Beverage – Lounge Retail Liquor Class 2 (Package Store)** from the Opelika City Council.

The subject property is zoned **C-2 (Office/Retail)** and is further subject to the **Gateway Corridor – Secondary Overlay District**. A **package liquor store is not a permitted use within the Gateway Corridor overlay**.

Pursuant to **Section 3-34 of the Code of Ordinances**, no alcoholic beverage license may be issued unless the City has reviewed the application and determined that the proposed use complies with the City's zoning ordinance in effect at the time of application. Based on the current zoning and overlay district standards, the proposed location **does not comply with the zoning ordinance requirements applicable to package liquor stores**. Accordingly, the requested license would not be eligible for approval at this location.

Please let me know if you have any question or need further assistance. You can reach me at (334) 705-5166 or cmosley@opelika-al.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Mosley".

Matt Mosley, AICP
Planning Director
City of Opelika



RESOLUTION NO. _____

**A RESOLUTION APPOINTING THE VOTING DELEGATE TO THE
2026 ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION**

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

1. That Mayor Eddie Smith is hereby appointed as the voting delegate representing the City of Opelika during the annual business session at the 2026 Alabama League of Municipalities (ALM) annual convention.

2. That the City Clerk is hereby authorized to complete the official Voting Delegate Authorization Form designating Mayor Smith as the voting delegate for the City of Opelika and return said form to the ALM office by April 13, 2026.

3. Additionally, the City Clerk is hereby directed to provide a copy of the completed Voting Delegate Authorization form to Mayor Smith.

APROVED and ADOPTED this the _____ day of _____, 2026.

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

Attest:

Russell A. Jones, MMC
City Clerk



*The voice of Alabama's
municipalities since 1935*

COPY

DATE: February 3, 2026
TO: Municipal Clerks
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on April 28-May 1, 2026, in Montgomery. The membership's Annual Business Meeting will be held at 4:00 p.m. on April 30, 2026, at the Renaissance Montgomery Hotel and Spa.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 13, 2026, so that your municipality may be eligible to cast its vote at the Convention.

We look forward to you joining us in Montgomery,

Gregory D. Cochran, CAE
Executive Director



Mayor Sherry Sullivan, Fairhope
League President

*The voice of Alabama's
municipalities since 1935*

Greg Cochran
Executive Director

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO SOUTHERN UNION
STATE COMMUNITY COLLEGE FOUNDATION**

WHEREAS, Southern Union State Community College Foundation (the “Foundation”) is a 501(c)(3) charitable organization; and

WHEREAS, the Foundation is the fundraising arm of Southern Union State Community College (“SUSCC”); and

WHEREAS, the Foundation promotes and supports the programs and activities of the SUSCC; and

WHEREAS, SUSCC is an open admission, public two-year college and a member of the Alabama Community College System; and

WHEREAS, SUSCC is an integral part of the educational landscape of the City of Opelika (the “City”); and

WHEREAS, SUSCC is vital to the economic development of the City and the surrounding area; and

WHEREAS, the Foundation has requested funding from the City to promote the programs and activities of SUSCC;

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$5,000.00 to assist the Foundation in promoting the programs and activities of SUSCC.

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

1. That the City Council hereby approves a special appropriation in the amount of \$5,000.00 to assist with the Distinguished Alumni Dinner to be held on April 9, 2026, to promote the college’s programs and activities at the Opelika campus of SUSCC.

2. That the Mayor and the Controller are hereby authorized to transfer the sum of \$1,000.00 each from the respective discretionary fund accounts of President George Allen, Ward 1; Janataka Hughley-Holmes, Ward 2; Leigh Whatley, Ward 3; President Pro-Tem Chuck Beams, Ward 4; and Todd Rauch, Ward 5.

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

4. 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.

5. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$5,000.00 can be processed by the Accounting Department.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO
WWAP AL (WALKING WITH A PURPOSE) FOR ITS 1000 YOUTH
WALK TO BE HELD IN OPELIKA, ALABAMA**

WHEREAS, WWAP AL (“Walking With a Purpose”) (“WWAP”) is an organization dedicated to empowering youth and fostering community engagement through meaningful events and programs; and

WHEREAS, WWAP is a 501(c)(3) non-profit organization; and

WHEREAS, WWAP is sponsoring a 1000 Youth Walk in Opelika, Alabama, on April 4, 2026; and

WHEREAS, the 1000 Youth Walk is a day designed to bring together 1,000 youth from across the community, inspiring them to take active steps toward leadership, positive change and community involvement; and

WHEREAS, the City of Opelika, Alabama (the “City”) wishes to support WWAP in its goal to inspire and encourage youth to become involved in their community; and

WHEREAS, Council President and Ward 1 Council member W. George Allen, Ward 2 Council member Janataka Hughley-Holmes, Ward 3 Council member Leigh Whatley, Council President Pro-Tem and Ward 4 Council member Chuck Beams and Ward 5 Council member Todd Rauch wish to appropriate \$200 each from their respective discretionary funds to WWAP.

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

1. That the City Council hereby approves a special appropriation in the amount of \$1,000 to WWAP to be used to support WWAP in its mission to inspire youth to take an active interest in leadership and encourage youth to get involved in their community.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing community engagement and growth opportunities to area youth.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of \$200 each from the respective discretionary fund accounts of George Allen, Ward 1, Janataka Hughley-Holmes, Ward 2; Leigh Whatley, Ward 3; Chuck Beams, Ward 4 and Todd Rauch, Ward 5.

4. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$1,000 can be processed by the Accounting Department.

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

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

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

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

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY
LOCATED AT LOT 20 OF HIDDEN LAKES SUBDIVISION,
PHASE 4C, FROM STONE MARTIN BUILDERS, LLC**

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

Section 1. The Council upon evidence presented to and considered by it has found and determined and does hereby find, determine and declare as follows:

- (a) The Council has determined that it is desirable and in the best interest of the City to acquire that certain real property located at Lot 20 of Hidden Lakes Subdivision, Phase 4C, in the City of Opelika, Alabama (the “Property”), which is legally described as follows:

Lot 20 of Hidden Lakes Subdivision, Phase 4C as shown by map or plat of record in Plat Book 53 at Page 27, in the Office of the Judge of Probate of Lee County, Alabama containing 128,813 square feet, more or less (2.96 acres).

- (b) The Council has determined that a public purpose exists for the City to purchase the Property.
- (c) The public purpose for purchasing the Property is for future expansion of the Sportsplex Facilities.
- (d) The purchase price for the Property is \$104,831.36, a price commensurate with the market value of the Property.
- (e) A Lot Purchase Agreement (the “Agreement”) has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said Agreement.

Section 2. The City is hereby authorized to purchase and acquire the Property described in Section 1 from Stone Martin Builders, LLC for the price of \$104,831.36.

Section 3. The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a Lot Purchase Agreement between the City and Stone Martin Builders, LLC, and the City Clerk is hereby authorized and directed to affix the seal of the City to said Agreement and to attest the same. Said agreement shall be substantially in the form attached as Exhibit “A” to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the purchase of the Property including execution of any and all closing documents, settlement statements and certificates as such officers may deem necessary or advisable.

Section 5. The purchase price as specified in the Lot Purchase Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Lot Purchase Agreement.

Section 6. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the date the last Party signs this Agreement (the "Effective Date") by and between **STONE MARTIN BUILDERS, LLC** ("Seller") and **THE CITY OF OPELIKA, ALABAMA** ("Purchaser"). Purchaser and Seller are sometimes referred to herein each as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the State of Alabama, County of Lee (the "County") consisting of the +/- 2.96 acre parcel of land designated as Lot "20" on the preliminary plat attached as Exhibit A to this Agreement (the "Property"), together with all appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest of the Seller in the Property.
2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED THIRTY-ONE AND 36/100 DOLLARS (\$104,831.36)**, which Purchase Price shall be due and payable by Purchaser in cash or by other immediately available funds at the Closing (as defined below).
3. Recording of Final Plat. Seller shall, at its sole cost and expense, cause a final plat to be recorded with the County (the "Final Plat"). The Final Plat must include the Property described in Section 1 and shall be consistent with the preliminary plat attached hereto as Exhibit A.
4. License to Enter Property. Seller hereby authorizes Purchaser and each of its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "Purchaser's Representatives") to enter the Property and to obtain and perform such tests, studies, surveys and maps as Purchaser deems necessary or desirable including, without limitation, site evaluations and percolation, soil, hazardous waste, environmental, and geological tests and studies.
5. Title. Prior to Closing, Purchaser shall have the right to obtain a current abstract of title and/or a commitment to issue title insurance with respect to the Property (the "Title Commitment"). Within five (5) business days following the date any Title Commitment is provided to Purchaser, Purchaser will notify Seller in writing of any liens, incumbrances and other exceptions to title, if any, which are set forth on the Title Commitment or any update thereto (the "Listed Exceptions") that Purchaser requires be satisfied, removed and/or insured over at or prior to the Closing (each a "Title Objection"). Purchaser and Seller agree to work together, and use commercially reasonable efforts, to cause the title insurance company to remove or commit to insure against (at no additional cost to Purchaser) each Title Objection. In the event that any Title Objection is not removed or insured against (at no additional cost to Purchaser) at or prior to the Closing, Purchaser may, at its sole option: (a) proceed with the Closing and otherwise purchase the Property, subject to such Title Objection, in accordance with this Agreement; or (b) terminate this Agreement, in which case neither Party shall have any further rights or obligations under this Agreement. Unless this Agreement is terminated prior to the Closing and except as otherwise expressly permitted or required by this Agreement, Seller agrees that it will not cause or permit any change in the title, or status of the title, to the Property.

6. Closing Information.

(a) Closing; Location. The Parties acknowledge and agree that the purchase and sale of the Property hereunder shall occur at a closing (the "Closing") to take place at the offices of Benjamin H. Parr, PC located at 830 Ave A Suite A, Opelika, Alabama 36801, or at such other location, and/or by such other means, as the Parties may hereafter agree to in writing.

(b) Closing Date; Schedule. The date of the Closing shall be not later than thirty (30) days following Seller's recording of the Final Plat. Without limiting the foregoing, Seller shall promptly notify Purchaser of the date upon which the Final Plat is recorded, and the Parties shall thereafter agree on the specific date (within the applicable 30-day window) on which the Closing shall occur.

(c) Warranty Deed. Seller shall transfer the Property to Purchaser by statutory warranty deed prepared by the closing attorney in a form mutually acceptable to the Parties (the "Deed"), pursuant to which Seller shall convey to Purchaser good and merchantable, indefeasible fee simple title in and to the Property and shall appoint Purchaser as Seller's surrogate to all rights and actions of Seller arising in connection with the Property (including, without limitation, with respect to any former owner(s) of the Property).

(d) Taxes; Utilities; Other Fees and Expenses. Ad valorem taxes and utilities, if any, shall be prorated as of Closing. Any assessments whether due or not, levied against the Property shall be paid in full by Seller at or prior to the Closing. Seller shall pay the cost of preparing the Deed, and Purchaser shall pay the cost of recording the Deed. At Closing, Seller shall pay, by deduction from the Purchase Price, any and all expenses herein provided to be paid by Seller. Notwithstanding anything to the contrary herein, Purchaser and Seller shall each bear its own attorneys' fees. All other costs of the Closing shall be allocated evenly between the Parties.

(e) Seller Closing Deliverables. At Closing, Seller shall deliver the following to Purchaser:

(i) the Deed, duly executed by Seller and each other party necessary to convey the Property to Purchaser;

(ii) evidence that any assessments, bonds, and monetary liens against, or otherwise secured by, the Property and/or the Final Plat have been paid, satisfied, and released in full;

(iii) an affidavit in a form reasonably acceptable to Purchaser confirming that Seller is not a foreign person for purposes of withholding federal income tax; and

(iv) such other affidavits of title, lien and possession as may be reasonably required by Purchaser or Purchaser's title insurance company.

7. Brokers; Commissions. Each Party represents and warrants to the other that no broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "Broker") has been engaged by or on behalf of such Party in connection with the Property, this Agreement or the transactions contemplated hereby, and each such Party hereby agrees to indemnify and hold the other harmless from and against any claim for commission, fees or other compensation or reimbursement for expenses made by any Broker that was, or claims to have been, engaged by or on behalf of such Party.

8. Survival. Notwithstanding anything to the contrary herein, the provisions of this Section, Section 7, Section 9, and other provision of this Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period necessary in order to give proper effect to its intent and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

9. Miscellaneous Provisions.

(a) No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by both of Seller and Purchaser.

(b) Assignment. This Agreement may be assigned by Purchaser to any person or entity of its choosing. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under or relating to this Agreement (each, a "Notice") shall be in writing and addressed to the other Party at the address for such Party set forth on the signature page to this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this subsection. Each Notice shall be delivered via USPS or overnight delivery.

(d) Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

(e) Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(f) Attorney's Fees. The prevailing Party in any final, non-appealable judgment rendered in connection with any legal suit, action, or proceeding to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement) is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama without giving effect to the conflict of laws provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

PURCHASER:

THE CITY OF OPELIKA, ALABAMA

By: _____

Name: Eddie Smith

Title: Mayor

Date: _____

SELLER:

STONE MARTIN BUILDERS, LLC

By: _____

Name: Nick Howard

Title: Chief Financial Officer

Date: _____

Address for Notices to Seller:

Attn: _____

Signature Page to Lot Purchase Agreement

EXHIBIT A
PRELIMINARY PLAT DEPICTING THE PROPERTY

(attached)

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

- (a) **“Building Official”** means the chief building inspector of the Building Inspection Division or his or her designee.
- (b) **“City”** means the City of Opelika, Alabama.

(c) **“Moratorium”** means a temporary prohibition on the issuance of building permits or approvals for the construction, renovation or expansion of residential subdivisions and multi-family dwellings.

(d) **“Multi-Dwelling Unit Building”** means any building or structure comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, duplexes, townhomes, mobile homes and attached residences. For the purposes of this ordinance, multiple detached single-family units, semi-detached (duplex) dwelling units, and attached dwelling units on the same lot or parcel shall be considered an apartment use.

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

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

(2) A building which maintains both commercial (typically on the ground or uppermost floor) and residential uses.

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

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

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

Section 4. Duration of Moratorium: This moratorium shall take effect on May 1, 2026, and shall remain in effect until April 30, 2027, unless extended, modified or repealed by the City Council. The moratorium may be extended for additional periods upon a majority vote of the City Council.

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

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

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

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

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

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

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

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

 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

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE PURCHASE OF REAL
PROPERTY LOCATED AT 1207 DENSON PLACE FROM
BARRY A. ROBERTSON AND MARY TRUCILLA ROBERTSON**

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

Section 1. The Council upon evidence presented to and considered by it has found and determined and does hereby find, determine and declare as follows:

- (a) The Council has determined that it is desirable and in the best interest of the City to acquire that certain real property located at the rear of 1207 Denson Place in the City of Opelika, Alabama (the “Property”), which is legally described as follows:

Lot 25-B of A Redivision of Lots 24 and 25, Ward Heights, 7th Addition, according to and as shown by map or plat of said subdivision of record in Plat Book 52 at Page 88 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, reservations, conditions, easements, covenants and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book: 2700 Page 42

- (b) The Council has determined that a public purpose exists for the City to purchase the Property.
- (c) The public purpose for purchasing the Property is to extend the train track at Municipal Park (the “Monkey Park”).
- (d) The purchase price for the Property is \$3,000, a price commensurate with the market value of the Property.
- (e) A Real Estate Sales Agreement (the “Agreement”) has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said Agreement.
- (f) The City agrees to construct a chain-link fence at the property line between the Sellers’ property and the property herein conveyed to the Purchaser with the conditions set forth in the Real Estate Sales Agreement.

Section 2. The City is hereby authorized to purchase and acquire the Property described in Section 1 from Barry A. Robertson and Mary Trucilla Robertson for the purchase price of \$3,000.00.

Section 3. The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a Real Estate Sales Agreement between the City and Barry A. Robertson and Mary Trucilla Robertson, and the City Clerk is hereby authorized and directed to affix the seal of the City to said Agreement and to attest the same. Said agreement shall be substantially in the form attached as Exhibit “A” to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the purchase of the Property including execution of any and all closing documents, settlement statements and certificates as such officers may deem necessary or advisable.

Section 5. The purchase price as specified in the Real Estate Sales Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Real Estate Sales Agreement.

Section 6. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE SALES AGREEMENT

BETWEEN

BARRY A. ROBERTSON AND MARY TRUCILLA ROBERTSON

(“SELLERS”)

AND

THE CITY OF OPELIKA, ALABAMA (“PURCHASER”)

STATE OF ALABAMA)
 :
COUNTY OF LEE) **REAL ESTATE SALES AGREEMENT**

THIS AGREEMENT made and entered into this the 18th day of February, 2026 by and between **BARRY A. ROBERTSON AND MARY TRUCILLA ROBERTSON** (hereinafter collectively referred to as “**SELLERS**”): and the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLERS** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLERS** hereby agree to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLERS**, subject to the conditions hereinafter set forth, the following described real property located at the rear of 1207 Denson Place in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Lot 25-B of A Redivision of Lots 24 and 25, Ward Heights, 7th Addition, according to and as shown by map or plat of said subdivision of record in Plat Book 52 at Page 88 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, reservations, conditions, easements, covenants and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book: 2700 Page 42

The conveyance by **SELLERS** to **PURCHASER** of the **PROPERTY** shall include

SELLERS' right, title and interest, if any, in and to the following:

- A. All tracts, lots or parcels identified in the legal description, together with all rail lines and other facilities used in connection with the PROPERTY.
- B. All rights, privileges and easements pertinent to the PROPERTY, including, without limitation, all **SELLERS'** right, title and interest, if any, in and to all minerals, oils, gas or other hydrocarbon substances and all **SELLERS'** right, title and interest in and to all roads, easements, rights-of-way and alleys adjoining or servicing the PROPERTY.
- C. All improvements and fixtures located on the PROPERTY, without limitation.

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at City Hall, or at such other place as is mutually agreeable to the **SELLERS** and the **PURCHASER** on a date to be designated by the **PURCHASER** within seven (7) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLERS** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject only to:

- (a) All easements, restrictions, reservations, covenants, conditions and rights-of-way as shown exclusively in the public records in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.
- (b) All zoning ordinances and subdivision regulations of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by **PURCHASER** to **SELLERS**, **SELLERS** shall have a reasonable time to correct the defects; but if such defects are not

corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

(d) At closing, **PURCHASER** shall deliver to **SELLERS** a valid check or lawful U.S. Currency in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to **PURCHASER** in the manner described in this Contract shall be paid by the **SELLERS**. Prior to closing, the **SELLERS** shall pay the current year's property (ad valorem) taxes which become due and payable on October 1, 2025, and shall provide proof of payment to the **PURCHASER** at closing. The **PURCHASER** shall be responsible for the payment of all property taxes on the **PROPERTY** when they become due on October 1, 2026. All other costs and expenses of closing shall be borne by the **PURCHASER**.

(e) **PURCHASER** agrees to construct a chain-link fence at the property line between the sellers' property and the property herein conveyed to the **PURCHASER**. The galvanized chain-link fence so constructed shall be on the property of the **SELLERS**, shall have a height of five (5) feet and extend along the rear of the **SELLERS'** property line where it abuts that of **PURCHASER**. Said fence shall be approximately one hundred thirty-five (135) feet from end to end with no gate, gaps or breaks. **SELLERS** shall maintain said fence after installation.

5. **RISK OF LOSS**: **SELLERS** shall bear the risk of all loss or damage to the premises from all causes until the closing date. If, prior to the closing date, all or part of the property conveyed is damaged by flood, landslide or some other cause of whatsoever nature, **SELLERS**

shall promptly give **PURCHASER** written notice of such damage. After notice of such damage, **PURCHASER** shall have the option to require **SELLERS** (1) to convey the premises, on the closing date, in its damaged condition, or (2) **PURCHASER** may, at its option, terminate the contract by written notice to the **SELLERS**.

6. **PROPERTY "As Is"**: **PURCHASER** has heretofore inspected the **PROPERTY** and is acquainted with the condition of the **PROPERTY** and the improvements thereon.

PURCHASER agrees to take the **PROPERTY** "as is", in its present condition, subject to reasonable use, wear and tear. Until closing, **SELLERS** agree to maintain **PROPERTY** in its present condition, reasonable wear and tear being excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

7. **DISCLAIMER**: **PURCHASER** acknowledges and agrees that **SELLERS** do not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the **PROPERTY**, including, without limitation, the soil, geography and habitability of the **PROPERTY**. **PURCHASER** acknowledges and agrees that to the maximum extent permitted by law, the sale of the **PROPERTY** is provided for herein is made on an "AS-IS" condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

8. **POSSESSION**: **SELLERS** shall deliver to **PURCHASER** possession of the **PROPERTY** immediately upon closing.

9. **BROKERS.** Each party represents to the other that it has not dealt with any real estate broker or agent or finder in connection with this Agreement. The parties agree to indemnify and hold one another harmless based upon their actions and dealings of any claims or causes of any actions concerning any brokerage or finders' fees or commissions

10. **SELLER'S REPRESENTATIONS.** **SELLERS** represent to **PURCHASER**, which representations shall be true, correct and complete as of the closing date hereunder, and which shall survive closing, as follows:

- A. **SELLERS** are the only true owners and heirs who share an interest in the subject PROPERTY as the result of the passing of the previous owner, Edwin Hopkins.
- B. The **SELLERS** have the right, power and authority to make and perform its obligations under this Agreement, and this Agreement is a valid and binding obligation of **SELLERS** and enforceable against **SELLERS** in accordance with its terms.

11. **DEFAULT.** In the event of a default by **SELLERS** or **PURCHASER**, the non-defaulting party may state its or his/her intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

12. **LEGAL FEES.** Each party agrees to pay its own legal fees for closing this transaction.

13. **SURVIVAL OF TERMS.** The **SELLERS'** covenants and representations shall survive the closing and shall not be merged in the deed delivered by **SELLERS**.

14. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

15. **ENTIRE AGREEMENT.** This Contract embodies the entire agreement between

the parties hereto and there are no oral or parole agreements existing between the **SELLERS** and the **PURCHASER** relating to the subject matter which is not expressly set forth herein and covered hereby.

16. **TIME OF ESSENCE.** Time is of the essence of this Contract.

17. **CONSTRUCTION.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The date of this Agreement shall be the date of **PURCHASER's** execution hereof.

SELLERS acknowledge that the terms of this Agreement are subject to approval by the Opelika City Council.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

SELLERS--



BARRY A. ROBERTSON



MARY TRUCILLA ROBERTSON

CITY OF OPELIKA, ALABAMA—
PURCHASER

By: _____
ITS MAYOR

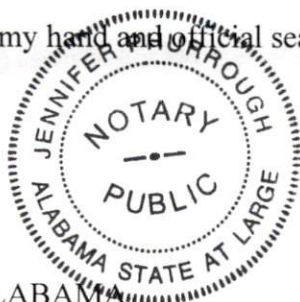
ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **BARRY A. ROBERTSON**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

2026 GIVEN under my hand and official seal of office this the 15 day of January.



Jennifer Phurrough
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/21/28

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MARY TRUCILLA ROBERTSON**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

2026 GIVEN under my hand and official seal of office this the 15 day of January.



Jennifer Phurrough
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/21/28

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that EDDIE SMITH and RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____,
202_.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED
AT 1209 DENSON PLACE FROM LINDA A. HOPKINS, CHERYL HOPKINS WOOD,
AMY HOPKINS COLEMAN AND KIMBERLY HOPKINS FERGUSON**

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

Section 1. The Council upon evidence presented to and considered by it has found and
determined and does hereby find, determine and declare as follows:

- (a) The Council has determined that it is desirable and in the best interest of the
City to acquire that certain real property located at the rear of 1209 Denson
Place in the City of Opelika, Alabama (the “Property”), which is legally
described as follows:

Lot 24-B of A Redivision of Lots 24 and 25, Ward Heights, 7th Addition,
according to and as shown by map or plat of said subdivision of record in Plat
Book 52 at Page 88 in the Office of the Judge of Probate of Lee County,
Alabama.

This conveyance and the warranties hereinafter contained are made subject to
any and all restrictions, reservations, conditions, easements, covenants and
rights-of-way as shown on the public records in the Office of the Judge of
Probate of Lee County, Alabama.

Deed Reference: Deed Book: 2409 Page 311

- (b) The Council has determined that a public purpose exists for the City to
purchase the Property.
- (c) The public purpose for purchasing the Property is to extend the train track at
Municipal Park (the “Monkey Park”).
- (d) The purchase price for the Property is \$3,000, a price commensurate with the
market value of the Property.
- (e) A Real Estate Sales Agreement (the “Agreement”) has been prepared and
submitted to the Council, and the Council finds and declares that it is in the
best interest of the City and its citizens to approve said Agreement.
- (f) The City agrees to construct a chain-link fence at the property line between
the Sellers’ property and the property herein conveyed to the Purchaser with
the conditions set forth in the Real Estate Sales Agreement.

Section 2. The City is hereby authorized to purchase and acquire the Property described
in Section 1 from Linda A. Hopkins, Cheryl Hopkins Wood, Amy Hopkins Coleman and
Kimberly Hopkins Ferguson for the purchase price of \$3,000.00.

Section 3. The Mayor is hereby authorized and directed to execute for and in the name
and on behalf of the City, a Real Estate Sales Agreement between the City and Linda A.
Hopkins, Cheryl Hopkins Wood, Amy Hopkins Coleman and Kimberly Hopkins Ferguson, and
the City Clerk is hereby authorized and directed to affix the seal of the City to said Agreement
and to attest the same. Said agreement shall be substantially in the form attached as Exhibit “A”
to this Ordinance, which form is hereby adopted in all respects as if set out in full in this
ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the purchase of the Property including execution of any and all closing documents, settlement statements and certificates as such officers may deem necessary or advisable.

Section 5. The purchase price as specified in the Real Estate Sales Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Real Estate Sales Agreement.

Section 6. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE SALES AGREEMENT

BETWEEN

**LINDA A. HOPKINS, CHERYL HOPKINS WOOD, AMY
HOPKINS COLEMAN AND KIMBERLY HOPKINS FERGUSON**

(“SELLERS”)

AND

THE CITY OF OPELIKA, ALABAMA (“PURCHASER”)

STATE OF ALABAMA)
 :
COUNTY OF LEE) **REAL ESTATE SALES AGREEMENT**

THIS AGREEMENT made and entered into this the 18th day of February, 2026, by and between **LINDA A. HOPKINS, CHERYL HOPKINS WOOD, AMY HOPKINS COLEMAN AND KIMBERLY HOPKINS FERGUSON** (hereinafter collectively referred to as “**SELLERS**”): and the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLERS** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLERS** hereby agree to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLERS**, subject to the conditions hereinafter set forth, the following described real property located at the rear of 1209 Denson Place in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Lot 24-B of A Redivision of Lots 24 and 25, Ward Heights, 7th Addition, according to and as shown by map or plat of said subdivision of record in Plat Book 52 at Page 88 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, reservations, conditions, easements, covenants and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book: 2409 Page 311

The conveyance by **SELLERS** to **PURCHASER** of the **PROPERTY** shall include

SELLERS' right, title and interest, if any, in and to the following:

- A. All tracts, lots or parcels identified in the legal description, together with all rail lines and other facilities used in connection with the PROPERTY.
- B. All rights, privileges and easements pertinent to the PROPERTY, including, without limitation, all **SELLERS'** right, title and interest, if any, in and to all minerals, oils, gas or other hydrocarbon substances and all **SELLERS'** right, title and interest in and to all roads, easements, rights-of-way and alleys adjoining or servicing the PROPERTY.
- C. All improvements and fixtures located on the PROPERTY, without limitation.

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at City Hall, or at such other place as is mutually agreeable to the **SELLERS** and the **PURCHASER** on a date to be designated by the **PURCHASER** within seven (7) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLERS** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject only to:

- (a) All easements, restrictions, reservations, covenants, conditions and rights-of-way as shown exclusively in the public records in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.
- (b) All zoning ordinances and subdivision regulations of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by **PURCHASER** to **SELLERS**,

SELLERS shall have a reasonable time to correct the defects, but if such defects are not

corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

(d) At closing, **PURCHASER** shall deliver to **SELLERS** a valid check or lawful U.S. Currency in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to **PURCHASER** in the manner described in this Contract shall be paid by the **SELLERS**. Prior to closing, the **SELLERS** shall pay the current year's property (ad valorem) taxes which become due and payable on October 1, 2025, and shall provide proof of payment to the **PURCHASER** at closing. The **PURCHASER** shall be responsible for the payment of all property taxes on the **PROPERTY** when they become due on October 1, 2026. All other costs and expenses of closing shall be borne by the **PURCHASER**.

(e) **PURCHASER** agrees to construct a chain-link fence at the property line between the sellers' property and the property herein conveyed to the **PURCHASER**. The galvanized chain-link fence so constructed shall be on the property of the **SELLERS**, shall have a height of five (5) feet and extend along the rear of the **SELLERS'** property along the property line of **PURCHASER** and extending for approximately fifty-five (55) feet continuously from end to end with no gate, gaps or breaks. **SELLERS** shall maintain said fence after installation.

5. **RISK OF LOSS**: **SELLERS** shall bear the risk of all loss or damage to the premises from all causes until the closing date. If, prior to the closing date, all or part of the property conveyed is damaged by flood, landslide or some other cause of whatsoever nature, **SELLERS**

shall promptly give **PURCHASER** written notice of such damage. After notice of such damage, **PURCHASER** shall have the option to require **SELLERS** (1) to convey the premises, on the closing date, in its damaged condition, or (2) **PURCHASER** may, at its option, terminate the contract by written notice to the **SELLERS**.

6. **PROPERTY "As Is":** **PURCHASER** has heretofore inspected the **PROPERTY** and is acquainted with the condition of the **PROPERTY** and the improvements thereon. **PURCHASER** agrees to take the **PROPERTY** "as is", in its present condition, subject to reasonable use, wear and tear. Until closing, **SELLERS** agree to maintain **PROPERTY** in its present condition, reasonable wear and tear being excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

7. **DISCLAIMER:** **PURCHASER** acknowledges and agrees that **SELLERS** do not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the **PROPERTY**, including, without limitation, the soil, geography and habitability of the **PROPERTY**. **PURCHASER** acknowledges and agrees that to the maximum extent permitted by law, the sale of the **PROPERTY** is provided for herein is made on an "AS-IS" condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

8. **POSSESSION:** **SELLERS** shall deliver to **PURCHASER** possession of the **PROPERTY** immediately upon closing.

9. **BROKERS.** Each party represents to the other that it has not dealt with any real estate broker or agent or finder in connection with this Agreement. The parties agree to indemnify and hold one another harmless based upon their actions and dealings of any claims or causes of any actions concerning any brokerage or finders' fees or commissions

10. **SELLER'S REPRESENTATIONS.** **SELLERS** represent to **PURCHASER**, which representations shall be true, correct and complete as of the closing date hereunder, and which shall survive closing, as follows:

- A. **SELLERS** are the only true owners and heirs who share an interest in the subject PROPERTY as the result of the passing of the previous owner, Edwin Hopkins.
- B. The **SELLERS** have the right, power and authority to make and perform its obligations under this Agreement, and this Agreement is a valid and binding obligation of **SELLERS** and enforceable against **SELLERS** in accordance with its terms.

11. **DEFAULT.** In the event of a default by **SELLERS** or **PURCHASER**, the non-defaulting party may state its or his/her intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

12. **LEGAL FEES.** Each party agrees to pay its own legal fees for closing this transaction.

13. **SURVIVAL OF TERMS.** The **SELLERS'** covenants and representations shall survive the closing and shall not be merged in the deed delivered by **SELLERS**.

14. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

15. **ENTIRE AGREEMENT.** This Contract embodies the entire agreement between

the parties hereto and there are no oral or parole agreements existing between the **SELLERS** and the **PURCHASER** relating to the subject matter which is not expressly set forth herein and covered hereby.

16. **TIME OF ESSENCE.** Time is of the essence of this Contract.

17. **CONSTRUCTION.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

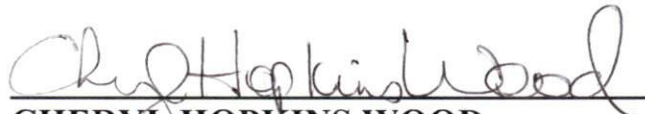
18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The date of this Agreement shall be the date of **PURCHASER**'s execution hereof.

SELLERS acknowledge that the terms of this Agreement are subject to approval by the Opelika City Council.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

SELLERS--


LINDA A. HOPKINS


CHERYL HOPKINS WOOD


AMY HOPKINS COLEMAN


KIMBERLY HOPKINS FERGUSON

**CITY OF OPELIKA, ALABAMA—
PURCHASER**

By: _____
ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **LINDA A. HOPKINS**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 12 day of December 2025

CHRISTY GILES
Notary Public, Alabama State At Large
My Commission Expires August 7, 2029


NOTARY PUBLIC
MY COMMISSION EXPIRES: 8-7-29

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **CHERYL HOPKINS WOOD**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 12th day of December, 2025.

Kent Bugg
Notary Public, Alabama State At Large
My Commission Expires August 30th, 2026


NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/30/2026

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **AMY HOPKINS COLEMAN**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 12 day of December 2025

CHRISTY GILES
Notary Public, Alabama State At Large
My Commission Expires August 7, 2029


NOTARY PUBLIC
MY COMMISSION EXPIRES: 8-7-29

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **KIMBERLY HOPKINS FERGUSON**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 15th day of December,
2025.

Kent Bugg
Notary Public, Alabama State At Large
My Commission Expires August 30th, 2026



NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/30/2026

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that EDDIE SMITH and RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____,
202_.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____