



**CITY OF OPELIKA  
CITY COUNCIL  
REGULAR MEETING AGENDA  
300 Martin Luther King Blvd.  
April 21, 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. Craig Lee from Oak Hill Church.
4. PLEDGE OF ALLEGIANCE
  1. Allie Hill and Joshua Allen from Opelika Middle School.
5. ADOPTION OF THE AGENDA
  1. Motion to Adopt the CM Agenda for 04-21-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
  1. Minutes from the 04-07-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
  1. City's Financial Summary Report for March 2026.
  2. March 2026 Monthly Building Summary Report.
  3. Recognize OPS/Energy Southeast Scholarship Recipients.
  4. Recognize Officer Cody Barr with a Lifesaver Award.
  5. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
  1. Public Hearing - First Amendment to the Project Development Agreement with MAB American Management, LLC.

2. Public Hearing - Second Amendment to the Project Development Agreement with Broad Metro, LLC.
  3. Public Hearing - Amend the Development Plan for the Cedar Creek PUD.
  4. Public Hearing - Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA
1. **General Business:** Request Alcohol License - 1854 Rare Wines And Gifts DBA 1854 Rare Wines And Gifts LLC, Retail Wine and Beer On And Off Premise.
  2. **General Business:** Request Alcohol License - Eat Banditos, LLC DBA Banditos - Restaurant Retail Liquor and Beer on Premise.
  3. **Bid:** One (1) Turret Trailer - OPS (\$70,939).
  4. **Bid:** Northpark Drive Extension & Bridge Over Halawakee Creek - ENG (\$3,052,473.84).
  5. **Resolution:** Expense Reports from Various Departments.
  6. **Resolution:** Purchase - Red Hat Software - IT (\$79,986.38).
  7. **Resolution:** Purchase - Scott Vision C5 Facepieces - OFD (\$182,590).
  8. **Resolution:** Purchase - One (1) Altec AT37G Outrigger F550 Truck - OPS (\$183,827).
  9. **Resolution:** Approve 2025 Byrne Justice Assistance Grant (JAG) Application - OPD (\$26,229).
  10. **Resolution:** Approve Contract with Casey Chambley DBA Chambley's Display Fireworks - P&R (\$25,000).
  11. **Resolution:** Approve Professional Services Agreement with Barge Design Solutions, Inc. for Geotechnical Boring - ENG (\$133,854).
  12. **Resolution:** Approve ALDOT Construction Invoice for Gateway Dr and Frederick Rd Intersection Improvement Project - ENG (\$523,604.74).
  13. **Resolution:** Approve First Amendment to the Project Development Agreement with MAB American Management, LLC - ED.
  14. **Resolution:** Approve Second Amendment to the Project Development Agreement with Broad Metro, LLC - ED.
  15. **Resolution:** (Amended) Annual Appropriation Contract FY2026 with The Arts Association of East Alabama (\$75,000).
  16. **Resolution:** Special Appropriation to Opelika Industrial Development Authority (\$750,000).
12. GENERAL BUSINESS
13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES

1. Amend Chapter 17, Article 5 of the City Code of Ordinances: Pre-Trial Diversion Program - 2nd Reading.
2. Amend the Development Plan for the Cedar Creek PUD - 2nd Reading.
3. Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3 - 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 - Kindness, the quality of being friendly, generous, and considerate.
2. Motion to Adjourn.

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



# CITY COUNCIL MINUTES

300 Martin Luther King Blvd.

**April 7, 2026**

**TIME: 6:00 PM**

1. A CALL TO ORDER

President Allen called the council meeting to order at 06:11 pm and asked Mr. Treese 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

After roll call, President Allen asked for a motion to appoint Mr. Motley as the clerk pro-tem for the meeting. Ms. Holmes made a motion to appoint Mr. Motley. Mr. Beams seconded the motion. The following vote was recorded:

**MOTION TO APPOINT CLERK PRO-TEM: 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

3. INVOCATION

President Allen provided the invocation.

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

4. PLEDGE OF ALLEGIANCE

Cale led the Pledge of Allegiance.

1. Cale White and Andrea Hernandez-Rodriguez from Opelika Middle School.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 04-07-26.

President Allen asked that Mr. Mosley be given the opportunity to speak before public hearing #7.

**MOTION TO ADOPT THE AGENDA: UNANIMOUS**

**RESULT:** Passed

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

**SECONDER:** Councilman Ward 5 Todd Rauch

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

**NAYS:** None

**ABSTAIN:** None

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

1. Minutes from the 03-17-26 council meeting.

President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Ms. Holmes made a motion to approve. Ms. Whatley seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. Empty Bowls Check Presentation to the Food Bank of East Alabama.

Mayor Smith asked Matt Battles to explain the empty bowls program and present the check to the Food Bank of East Alabama, and Mr. Battles did so.

2. Proclamation for Character Week in Opelika.

Mayor Smith read and presented the proclamation to the Character Council.

3. Proclamation for Sexual Assault Awareness Month.

Mayor Smith read the proclamation and presented it to Vickie Dearing, Executive Director of Rape Counselors of East Alabama.

4. Employee Service Awards.

Mayor Smith then invited each department head and their respective employees up front, and recognized each with their employee service awards based on number of years served.

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

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

1. Public Hearing - Project Development Agreement with GMB USA Alabama, Inc.

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

2. Public Hearing - Demolition - 203 Darden Street.

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

3. Public Hearing - Demolition - 1904 Trimble Street.

Mr. Motley presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said demolition.

Emily Key of 202 5th Avenue spoke against the demolition.

Jeff Kappelman, Chief Building Inspector, spoke in favor of the demolition.

President Allen closed the public hearing.

4. Public Hearing - Demolition - 1905 Trimble Street.

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

5. Public Hearing - Amend Zoning Ordinance & Map: 4600 block Birmingham Hwy, 113.4 Acres, from R-2 to C-3, GC-P.

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

6. Public Hearing - Amend Zoning Ordinance & Map: 1500 block Century Blvd, 42.73 Acres, from R-3 to R-5.

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

7. Public Hearing - Amend Zoning Ordinance & Map: 598 Dunlop Drive, 21.11 Acres, from R-1 to R-2 and R-3.

President Allen first asked Mr. Mosley to present the current status of the rezoning after the most recent Planning Commission meeting. Mr. Mosley made the presentation stating that the newest updated subdivision plat was approved by the Planning Commission at their most recent meeting, even though there was still a negative recommendation before the council to approve the rezoning. The council then asked Mr. Mosley a few questions before the public hearing.

Mr. Motley then presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said rezoning.

Buddy Bruce of 505 White Road spoke in favor of the rezoning.

Armand Crowder of 601 Waverly Place spoke against the rezoning.

Leslie Phillips of 409 Waverly Place spoke against the rezoning.

Darla Gibbs of 701 Waverly Place spoke against the rezoning.

Susan Jones of 905 Waverly Court spoke against the rezoning.

Linda Wilkins Klein of 601 Rustic Street spoke against the rezoning.

John William Klein of 601 Rustic Street spoke against the rezoning.

Stephanie Thompson 702 Rustic Street spoke against the rezoning.

Deborah Powell of 500 Waverly Place spoke against the rezoning.

David Barnes of 531 Rustic Street spoke against the rezoning.

Brandon Rice of 724 N Dean Road spoke in favor of the rezoning.

Robin White of Shelby Avenue spoke against the rezoning.

Bill Perry of 1611 Jamison Place spoke in favor of the rezoning.

Daniel Richardson of 603 Rustic Street spoke against the rezoning.

President Allen closed the public hearing.

8. Public Hearing - Amend Zoning Ordinance & Map: 3310 Society Hill Road, 18.1 Acres, from R-1 to C-2, GC-P.

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

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

Emily Key of 202 5th Avenue spoke first. Ms. Key stated that she was actively pursuing the purchase of 1904 Trimble Street, and she would appreciate an opportunity to speak with Mr. Kappelman about the property not being demolished if she was able to purchase it.

11. CONSENT AGENDA

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

Mr. Rauch requested that Consent Agenda items #15, #16, and #18 be removed and placed on the Regular Agenda.

President Allen stated that Consent Agenda item #15 would now be placed as Resolution #1, Consent Agenda item #16 would now be placed as Resolution #2, and Consent Agenda item #18 would now be placed as Resolution #3 on the Regular Agenda.

President Allen, after hearing no other request(s) to remove any other consent

agenda item(s), asked for a motion to approve the amended Consent Agenda.

**MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS**

**RESULT: Passed**

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

**SECONDER:** Councilman Ward 5 Todd Rauch

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

**NAYS:** None

**ABSTAIN:** None

1. **General Business:** Request Alcohol License - Marathon 1001 Inc DBA Front Porch Liquor, Lounge Retail Liquor Class 2 (Package Store).  
**APPROVED BY UNANIMOUS CONSENT**
2. **General Business:** Request Alcohol License - Marathon 1001 Inc DBA Marathon Food Mart, Retail Beer Off Premise.  
**APPROVED BY UNANIMOUS CONSENT**
3. **General Business:** Request Alcohol License - Tienda El Paraiso LLC DBA Tienda El Paraiso, Retail Wine On Premise.  
**APPROVED BY UNANIMOUS CONSENT**
4. **General Business:** Request Alcohol License - TP Hospitality Consulting, LLC DBA Opelika Wine Company, Retail Wine and Beer Off Premise.  
**APPROVED BY UNANIMOUS CONSENT**
5. **General Business:** Request Downtown Street Closure - Start/Finish of Long Distance Bike Ride on 05-09-26.  
**APPROVED BY UNANIMOUS CONSENT**
6. **General Business:** Request Temporary Street Closure - Sportsplex Tri for Kids on 08-01-26.  
**APPROVED BY UNANIMOUS CONSENT**
7. **Bid:** Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS (\$ as needed).  
**RESOLUTION NO. 070-26**  
**APPROVED BY UNANIMOUS CONSENT**
8. **Resolution:** Expense Reports from Various Departments.  
**RESOLUTION NO. 071-26**  
**APPROVED BY UNANIMOUS CONSENT**
9. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.  
**RESOLUTION NO. 072-26**  
**APPROVED BY UNANIMOUS CONSENT**
10. **Resolution:** Purchase - Front Loader Rental Agreement - OES (\$124,800).  
**RESOLUTION NO. 073-26**  
**APPROVED BY UNANIMOUS CONSENT**
11. **Resolution:** Accept Donation of Property from SMB Land, LLC for West Ridge Park - P&R.  
**RESOLUTION NO. 074-26**  
**APPROVED BY UNANIMOUS CONSENT**

12. **Resolution:** Accept Public Infrastructure and Utilities of Various Subdivisions - ENG.  
**RESOLUTION NO. 075-26**  
**APPROVED BY UNANIMOUS CONSENT**
13. **Resolution:** Appoint Underwriter and Bond Counsel for the Acquisition of General Obligation School Warrants - ADMIN.  
**RESOLUTION NO. 076-26**  
**APPROVED BY UNANIMOUS CONSENT**
14. **Resolution:** Approve Asset Disposition Services Agreement with PropertyRoom.com, Inc. - OPD.  
**RESOLUTION NO. 077-26**  
**APPROVED BY UNANIMOUS CONSENT**
15. **Resolution:** Approve License Agreement with BOE for Fireworks Exhibition and Display - P&R.  
**RESOLUTION NO. 078-26**  
**APPROVED BY UNANIMOUS CONSENT**
16. **Resolution:** Demolition - 1905 Trimble Street.  
**RESOLUTION NO. 079-26**  
**APPROVED BY UNANIMOUS CONSENT**
17. **Resolution:** Request Refund of Sewer Fees Paid in Error - Thomas McCauley (\$1,333.29).  
**RESOLUTION NO. 080-26**  
**APPROVED BY UNANIMOUS CONSENT**
18. **Resolution:** Special Appropriation to AO Tourism for Hosting AJGA Golf Tournament at Grand National - ED (\$10,000).  
**RESOLUTION NO. 081-26**  
**APPROVED BY UNANIMOUS CONSENT**
19. **Resolution:** Special Appropriation to the Boys and Girls Clubs of East Alabama (\$7,500).  
**RESOLUTION NO. 082-26**  
**APPROVED BY UNANIMOUS CONSENT**
20. **Resolution:** Special Appropriation to Envision Opelika - Character Council (\$2,500).  
**RESOLUTION NO. 083-26**  
**APPROVED BY UNANIMOUS CONSENT**
21. **Resolution:** Special Appropriation to KOB for 2026 Garden in the Park (\$2,500).  
**RESOLUTION NO. 084-26**  
**APPROVED BY UNANIMOUS CONSENT**
22. **Appointment:** Reappoint Jasper Snipes to the Board of Parks and Recreation. New Term expires 03-15-2031.  
**APPROVED BY UNANIMOUS CONSENT**
23. **Appointment:** Reappoint Antione Harvis to the Board of Education. New Term expires 04-01-2031.  
**APPROVED BY UNANIMOUS CONSENT**

12. GENERAL BUSINESS

President Allen asked Mr. Motley to present the general business.

1. Request Specialty License - Top Shelf Alternatives LLC, Specialty Retailer Of Consumable Hemp Products. - (Tabled)

President Allen asked if there was a motion to remove the item from the table. Mr. Rauch made a motion to remove the item from the table. Ms. Holmes seconded the motion. There was no discussion and the following vote was recorded:

**MOTION TO REMOVE ITEM FROM THE TABLE: 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

President Allen then asked if there was a motion to approve the specialty license. Mr. Rauch made a motion to approve. Ms. Holmes seconded the motion. During discussion, Mr. Beams stated for the record he was not in favor of allowing a business to sell these products in a gateway corridor district. Mr. Rauch spoke in favor of allowing the business to reobtain its business license due to it already being established and being allowed to sell these products within the gateway corridor before a state law changed. Ms. Holmes also spoke in favor of allowing the business to reobtain its business license due to its previous existence there. After further debate, Mr. Beams called for the question, ending discussion. The following vote was recorded:

**MOTION TO APPROVE THE SPECIALTY LICENSE: 3 TO 2**

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

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve Certain Tax Abatements and Exemptions for Car Tech, LLC - ED. During discussion, Mr. Rauch asked if Mr. Sweatman could explain the tax abatements and exemptions in further detail. Mr. Sweatman did so.

**RESOLUTION NO. 085-26**

**MOTION TO APPROVE: UNANIMOUS**

**RESULT:** Passed

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

2. Approve Project Development Agreement with GMB USA Alabama, Inc. - ED. During discussion, Mr. Rauch again asked Mr. Sweatman to explain the agreement and included incentives in detail. Mr. Sweatman explained the agreement and incentives as requested, recognized representatives from the company who were present at the meeting, and thanked them for their investment in Opelika.

**RESOLUTION NO. 086-26**

**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

3. Demolition - 1904 Trimble Street. During discussion, Mr. Rauch asked Mr. Kappelman to explain the process of whether the demolition was approved now and then someone new purchased the property. Mr. Kappelman explained that the city, even if the demolition was approved now, would work with any property owner willing to bring the property up to code before going through with the demolition.

**RESOLUTION NO. 087-26**

**MOTION TO APPROVE: UNANIMOUS**

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

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

1. Amend Zoning Ordinance & Map: 1550 and 1570 N Uniroyal Road, 12.5 Acres, from R-2 to C-2, GC-P - 2nd Reading.

**ORDINANCE NO. 013-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed  
**MOVER:** Councilman Ward 4 - President Pro-Tem Chuck Beams

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

2. Amend Zoning Ordinance & Map: 4600 block Birmingham Hwy, 113.4 Acres, from R-2 to C-3, GC-P - 2nd Reading.

**ORDINANCE NO. 014-26**

**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. Amend Zoning Ordinance & Map: 1500 block Century Blvd, 42.73 Acres, from R-3 to R-5 - 2nd Reading.

**ORDINANCE NO. 015-26**

**SECOND READING AND APPROVED: UNANIMOUS**

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

4. Amend Zoning Ordinance & Map: 598 Dunlop Drive, 21.11 Acres, from R-1 to R-2 and R-3 - 2nd Reading.

During discussion, Ms. Whatley first explained why she and a lot of residents in her Ward were against this rezoning. Mr. Rauch then asked for further explanation of the rezoning and plats that were approved before this one. Mr. Brandon Rice and Mr. Mosley explained the previous rezoning and plats as requested and answered other questions from the council.

**ORDINANCE NO. 016-26**

**SECOND READING AND APPROVED: 3 TO 2**

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

5. Amend Zoning Ordinance & Map: 3310 Society Hill Road, 6.59 Acres, from R-1 to C-2, GC-P - 2nd Reading.

**ORDINANCE NO. 017-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed

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

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

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

**NAYS:** None

**ABSTAIN:** None

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

**FIRST READING: INTRODUCED**

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

7. Amend the Development Plan for the Cedar Creek PUD - 1st Reading.

**FIRST READING: INTRODUCED**

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

16. APPOINTMENTS

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

Bradley Haddon of 1805 Archer Court spoke first. Mr. Haddon thanked the council for their approval of the specialty license for his business, Top Shelf Alternatives.

18. ADJOURN

The City Council meeting minutes of April 7, 2026, are hereby adopted and approved this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
President of City Council  
City of Opelika, Alabama

ATTEST:

\_\_\_\_\_  
City Clerk

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

**MOTION TO ADJOURN: UNANIMOUS**

**RESULT:** Passed

**MOVER:** 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

The council meeting ended at 08:18 pm.



**BUILDING INSPECTIONS**

700 Fox Trail  
Opelika, AL 36801  
(p) 334-705-5420  
(f) 334-705-5150  
www.opelika-al.gov

**Monthly Permits for March 2026**

**Work & Repair On Buildings**

<b>Building Repairs</b>	Commercial	Residential
Building Repairs	7	5
Plumbing Upgrades	3	0
Electrical Upgrades	5	9
Mechanical Upgrades	4	13
Reroofs And Roof Repairs	0	16
Mobile Home Services	0	1
Building Additions/Accessory Structures	2	5

**Monthly Totals for March**

2015	\$	30,207,661.00
2016	\$	9,272,265.00
2017	\$	4,828,681.00
2018	\$	12,454,319.00
2019	\$	15,232,323.19
2020	\$	6,011,445.20
2021	\$	14,755,158.13
2022	\$	28,377,113.80
2023	\$	22,376,685.59
2024	\$	16,795,720.96
2025	\$	15,058,644.42
2026	\$	23,534,709.16

**Total Permits Issued**

3	New Buildings: Commercial	\$	668,001.33
11	Commercial Renovations And Repairs	\$	2,221,848.73
2	Signs	\$	17,660.00
87	New Single Family Homes	\$	19,631,858.00
28	Residential Repairs And Renovations	\$	835,341.10
0	New Apartment Units	\$	-
4	New Duplex Residences	\$	160,000.00

**135**

Total Permits for March 2026

**\$ 23,534,709.16**

TAKEN FROM THE RECORDS OF THE  
BUILDING INSPECTOR

Jeff Kappelman  
Chief Building Inspector

March 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	13	23
Plumbing Upgrades	4	10
Electrical Upgrades	14	61
Mechanical Upgrades	12	44
Reroofs And Roof Repairs	4	59
Mobile Home Services	0	16
Building Additions/Accessory Structures	5	26

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	\$ 196,430,496.60

**Total Permits Issued:**

18	New Buildings: Commercial	\$ 49,181,008.33
28	Commercial Renovations And Repairs	\$ 16,070,042.53
19	Signs	\$ 307,588.13
436	New Single Family Homes	\$ 97,653,353.00
143	Residential Repairs And Renovations	\$ 4,996,757.61
215	New Apartment Units	\$ 28,061,747.00
4	New Duplex Residences	\$ 160,000.00

**863**

Permit Total Issued for FY 2026

**\$ 196,430,496.60**

Jeff Kappelman  
Chief Building Inspector



## Monthly Permit Detail

Jeff Kappelman, Chief Building Official

\$ 23,534,709.16 Total Valuation

### Permits Details

Issue Date	Work Class	Address	Company Name	Valuation
3/3/2026	Alteration	116 Columbus Pkwy	J.A. Lett Construction Co., Inc.	\$ 40,000.00
3/4/2026	New	2685 Society Hill Rd Unit: Bldg 10	INGRAM CONSTRUCTION LLC	\$ 533,333.33
3/5/2026	Fire Alarm	1000 Jeter Ave	PREVENTIA SECURITY LLC	\$ 33,900.00
3/5/2026	New Single Family Detached	978 Como Way	STONE MARTIN BUILDERS	\$ 251,191.00
3/5/2026	New Single Family Detached	866 Ski Spray Pt	BC Stone Homes	\$ 710,121.00
3/5/2026	Alteration	3101 Anderson Rd	ARCO NATIONAL HOLDINGS INC	\$ 250,000.00
3/5/2026	New Single Family Detached	2310 Fuzzy Fls	EDGAR HUGHSTON BUILDER INC	\$ 327,499.00
3/6/2026	New Single Family Attached	1049 Hunters Way	HOLLAND HOMES LLC	\$ 143,918.00
3/6/2026	New Single Family Attached	1045 Hunters Way	HOLLAND HOMES LLC	\$ 134,918.00
3/6/2026	New Single Family Detached	1073 Como Way	STONE MARTIN BUILDERS	\$ 183,377.00
3/6/2026	New Single Family Detached	226 Firefly Ln	HOLLAND HOMES LLC	\$ 208,408.00
3/6/2026	New Single Family Detached	8722 Mcdonald Dr	TRADEMARK QUALITY HOMES INC	\$ 267,009.00
3/6/2026	New Single Family Detached	786 Mcdonald Dr	TRADEMARK QUALITY HOMES INC	\$ 304,634.00
3/6/2026	New Single Family Detached	884 Mcdonald Dr	TRADEMARK QUALITY HOMES INC	\$ 293,576.00
3/6/2026	Alteration	1200 Fitzpatrick Ave		\$ 25,000.00
3/7/2026	Roofs	1206 Lizlin St	ALPHA ROOFING	\$ 17,000.00
3/7/2026	Addition	3404 Quail Cv	HERB RABREN CONSTRUCTION	\$ 300,000.00
3/9/2026	New Single Family Detached	2047 Como Way	STONE MARTIN BUILDERS	\$ 251,191.00
3/9/2026	New Single Family Detached	2055 Como Way	STONE MARTIN BUILDERS	\$ 221,085.00
3/9/2026	New Single Family Detached	2180 Brock Dr	STONE MARTIN BUILDERS	\$ 344,079.00
3/10/2026	New Single Family Detached	2074 Como Way		\$ 221,085.00
3/10/2026	New Single Family Detached	2300 Brock Dr	STONE MARTIN BUILDERS	\$ 356,986.00
3/10/2026	New Single Family Detached	2221 Brock Dr	STONE MARTIN BUILDERS	\$ 344,079.00
3/10/2026	New Single Family Detached	1605 Kay Ct	STONE MARTIN BUILDERS	\$ 384,537.00
3/10/2026	Signs	1607 Thatch Ave	STONE MARTIN BUILDERS	\$ 10,000.00

Monthly Permit Detail

3/11/2026	Roofs	814 Lakeshore Ave	LAKE MARTIN ROOFING & CONTRACTING LLC	\$	7,980.00
3/12/2026	Roofs	3503 Maryn Pkwy Unit: Lot 191	J&M ROOFING	\$	5,000.00
3/12/2026	Alteration	800 2Nd Ave	PWD-BIRMINGHAM LLC	\$	69,498.73
3/12/2026	Roofs	811 Forestdale Ct	J&M ROOFING	\$	10,000.00
3/12/2026	Roofs	2403 Heritage Dr	DYNAMIC RESTORATIONS	\$	16,880.46
3/13/2026	Roofs	901 Oak Bowery Rd	ERIE CONSTRUCTION MID-WEST LLC	\$	56,311.49
3/14/2026	Roofs	200 Etowah Ave	JMB CONSTRUCTION LLC	\$	10,750.00
3/14/2026	New Single Family Detached	415 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	238,599.00
3/14/2026	New Single Family Detached	402 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	277,352.00
3/14/2026	New Single Family Detached	403 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	167,555.00
3/14/2026	New Single Family Detached	414 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	169,667.00
3/14/2026	New Single Family Detached	450 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	169,667.00
3/14/2026	New Single Family Detached	519 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	277,352.00
3/14/2026	New Single Family Detached	2247 Quail Holw	CONNOR BROTHERS CONSTRUCTION	\$	368,360.00
3/16/2026	New	1011 Walker Gray Ct	HISE CONTRACTING SOLUTIONS	\$	105,000.00
3/17/2026	New Single Family Attached	1296 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/17/2026	New Single Family Attached	1290 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1254 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/17/2026	Roofs	2402 Anderson Lakes Dr	Superior Roofing	\$	19,231.00
3/17/2026	New Single Family Attached	1320 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1326 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1314 Timber Trl	Jim Chapman Construction Group	\$	139,788.00
3/17/2026	New Single Family Attached	1278 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1332 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/17/2026	New Single Family Attached	1344 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1260 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1338 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1284 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/17/2026	New Single Family Attached	1308 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/17/2026	New Single Family Attached	1302 Timber Trl	Jim Chapman Construction Group	\$	195,043.00

Monthly Permit Detail

3/17/2026	New Single Family Attached	1266 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	New Single Family Attached	1361 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	New Single Family Attached	1331 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	New Single Family Attached	1337 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1362 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1368 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	New Single Family Attached	1374 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1355 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1349 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	Roofs	3313 Stonybrook Ln	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	30,764.65
3/18/2026	New Single Family Attached	1356 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1379 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1367 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1272 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1385 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
3/18/2026	New Single Family Attached	1343 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1325 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
3/18/2026	New Single Family Attached	1373 Timber Trl	Jim Chapman Construction Group	\$	139,788.00
3/18/2026	New Single Family Attached	1350 Timber Trl	Jim Chapman Construction Group	\$	144,784.00
3/18/2026	New Single Family Detached	1081 Como Way	Holland Homes	\$	251,191.00
3/18/2026	Alteration	2803 Pine Knoll St	Holland Homes	\$	15,000.00
3/18/2026	New Single Family Detached	779 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	390,724.00
3/18/2026	New Single Family Detached	2326 Fuzzy Fls	EDGAR HUGHSTON BUILDER INC	\$	327,499.00
3/18/2026	New Single Family Detached	768 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	425,836.00
3/18/2026	New Single Family Attached	110 Bay Ct Unit: Unit B		\$	40,000.00
3/18/2026	New Single Family Attached	110 Bay Ct Unit: Unit A		\$	40,000.00
3/19/2026	Alteration	1000 Jeter Ave	PARTNERS CONSTRUCTION LLC	\$	467,550.00
3/19/2026	New Single Family Detached	1323 Hidden Lakes Dr	Holland Homes	\$	339,585.00
3/19/2026	Amusement And Recreational Buildi	750 Hunters Way	Holland Homes	\$	29,668.00
3/19/2026	Roofs	2108 Winding Oak Dr	SUPERIOR ROOFING CO	\$	9,337.30

Monthly Permit Detail

3/19/2026	Alteration	920 Columbus Pkwy	HUGHES-NELSON PAINTING, INC DBA APEX IMAGI	\$	125,000.00
3/19/2026	New Single Family Attached	1034 Hunters Way	Holland Homes	\$	143,106.00
3/19/2026	New Single Family Attached	1030 Hunters Way	Holland Homes	\$	147,186.00
3/20/2026	New Single Family Detached	780 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	403,060.00
3/20/2026	New Single Family Detached	513 Windsor Dr	Toland Construction	\$	278,242.00
3/21/2026	Roofs	2141 S Hamilton Pl	SOL ROOFING LLC	\$	15,180.00
3/21/2026	New Single Family Detached	2376 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$	308,974.00
3/23/2026	Alteration	715 N 10Th St	J MARSH ENTERPRISES INC	\$	67,000.00
3/23/2026	Addition	800 1st Ave Unit: Mtr 1	KOBECK PROPERTIES LLC	\$	22,000.00
3/23/2026	New Single Family Attached	112 Bay Ct Unit: Unit A		\$	40,000.00
3/23/2026	New Single Family Attached	112 Bay Ct Unit: Unit B		\$	40,000.00
3/23/2026	New Single Family Detached	2260 Brock Dr	STONE MARTIN BUILDERS	\$	446,244.00
3/23/2026	New Single Family Detached	1656 Kay Ct	STONE MARTIN BUILDERS	\$	380,247.00
3/24/2026	Alteration	600 Car Tech Dr Ave	MARSHALL DESIGN BUILDD LLC	\$	830,000.00
3/24/2026	New Single Family Detached	1004 Alabama Ave		\$	100,000.00
3/24/2026	Alteration	1200 Jeter Ave	GAMBLE WINTER CONSTRUCTION LLC	\$	222,900.00
3/24/2026	Signs	700 Columbus Pkwy	EFFECTIVE SIGNS LLC	\$	7,660.00
3/25/2026	Roofs	1405 Sandray Dr	SUPREME ROOFING AND RECONSTRUCTION	\$	20,500.00
3/25/2026	New Single Family Detached	498 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	169,667.00
3/25/2026	New Single Family Detached	2965 Edith Ann Ln	DAVIDSON HOMES LLC	\$	232,266.00
3/25/2026	New Single Family Detached	475 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	193,014.00
3/25/2026	Fire Alarm	1102 Fox Trl Unit: Mtr 1	INTERNATIONAL FIRE PROTECTION	\$	140,000.00
3/25/2026	New Single Family Detached	3405 Golden Eagle Ln	CONNOR BROTHERS CONSTRUCTION	\$	285,058.00
3/25/2026	Accessory Buildings	518 Wymond Ct	TUFF SHED, INC.	\$	11,353.61
3/25/2026	New Single Family Detached	3265 Robert Trent Jones Trl	BC STONE HOMES, LLC	\$	442,437.00
3/26/2026	Roofs	1301 Clearmont St	SUPREME ROOFING AND RECONSTRUCTION	\$	14,797.74
3/26/2026	Roofs	201 Camellia Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	12,719.00
3/26/2026	Accessory Buildings	518 Wymond Ct		\$	13,175.00
3/26/2026	Addition	1322 Auburn St		\$	25,000.00
3/26/2026	Duplex	115 Ray Ave Unit: Unit A		\$	40,000.00

## Monthly Permit Detail

3/26/2026	Duplex	115 Ray Ave Unit: Unit B				\$	40,000.00
3/26/2026	New Single Family Attached	117 Ray Ave Unit: Unit A				\$	40,000.00
3/26/2026	New Single Family Attached	117 Ray Ave Unit: Unit B				\$	40,000.00
3/26/2026	Duplex	113 Ray Ave Unit: Unit A				\$	40,000.00
3/26/2026	Duplex	113 Ray Ave Unit: Unit B				\$	40,000.00
3/27/2026	Roofs	1300 India Rd			SUPERIOR ROOFING CO	\$	10,417.00
3/27/2026	New Single Family Detached	252 Summer St			Holland Homes	\$	182,252.00
3/27/2026	New Single Family Detached	984 Como Way				\$	203,397.00
3/27/2026	New Single Family Detached	2304 Morrison Trce			EDGAR HUGHSTON BUILDER INC	\$	345,384.00
3/28/2026	Alteration	2736 Lakeview Ter			DREAMSCAPE EXTERIORS LLC DBA FOUR SEASON	\$	21,253.00
3/28/2026	Carpent	2330 Ridge Rd				\$	9,000.00
3/28/2026	Roofs	304 Brookwood Ct			ERIE CONSTRUCTION MID-WEST LLC	\$	41,074.00
3/28/2026	New Single Family Detached	2039 Como Way				\$	229,121.00
3/28/2026	New Single Family Detached	2292 Brock Dr			STONE MARTIN BUILDERS	\$	461,057.00
3/28/2026	Decks	2189 Chapel Ln			AUBURN DECK CO LLC	\$	9,616.85
3/30/2026	Addition	1001 Frederick Ave			CHARMEL CONSTRUCTION CO	\$	21,000.00
3/30/2026	New Single Family Detached	1017 Catherine Dr			TRADEMARK QUALITY HOMES INC	\$	267,009.00
3/30/2026	New Single Family Detached	1096 Sawyer Dr			TRADEMARK QUALITY HOMES INC	\$	306,790.00
3/31/2026	Alteration	2106 Oak Bowery Rd			PLAINS HOME SERVICES, LLC	\$	24,000.00
3/31/2026	Addition	234 Summer St			CLS CONSTRUCTION	\$	17,000.00

## LEGAL NOTICE

**NOTICE IS HEREBY GIVEN**, pursuant to Amendment Nos. 642 and 772 to the Constitution of Alabama of 1901, as amended, that City Council (the “Council”) of the City of Opelika (the “City”) will consider a resolution (the “Resolution”) at a public meeting of the Council to be held on April 21, 2026, at 6:00 p.m. central time, in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

The purpose of the Resolution is to approve a First Amendment to the Project Agreement (the “Amendment”) between the City and MAB American Management LLC, a Delaware limited liability company (the “Company”), respecting the proposed development of a retail shopping center with approximately 65,000 square feet of a combination of retail, restaurant and service space on approximately 12.6 acres of land located within the City (the “Project”). Under the Amendment, the City will agree to amend the Project Schedule as provided on “Amended Exhibit “B” with an updated Commencement Deadline of May 1, 2027, and an updated Completion Date of May 1, 2028. The City Payments would be made over a period of up to fifteen (15) years from the date the period for measuring and making City Payments is to commence under the Project Agreement.

The public benefits to the City to be derived from the covenants and agreements included within the Project Agreement include, among other things, (i) promoting local economic development and stimulating the local economy; (ii) increasing employment opportunities in the City; (iii) increasing the City’s tax base, which will result in additional tax revenues for the City; (iv) promoting the creation, development and location of business enterprises in the City; and (v) preserving and improving the aesthetic quality of development.

The covenants and agreements of the City under the Project Agreement will benefit the Company.

All interested persons may examine and review the Agreement and Resolution and all relevant documents and make copies thereof at personal expense at the offices of the City Clerk and City Council during normal business hours, before and after the meeting referenced herein.

During the public meeting referenced above, the Council will conduct a public hearing with respect to the Amendment and the matters therein contained. Interested persons will be given reasonable opportunity to express their opinions, arguments and their views, either orally or in writing, or both, at the meeting. Persons unable to attend the meeting may submit their opinions, arguments and their views to the office of the City Clerk, 204 S. 7<sup>th</sup> Street, Opelika, Alabama 36801.

Further information concerning the information in this Notice can be obtained from the office of the City Clerk at City Hall during normal business hours.

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

DATED this the 9<sup>th</sup> day of April, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF  
OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the April 9, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

**LEGAL NOTICE OF PUBLIC MEETING AND PUBLIC HEARING  
OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA**

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, will meet in public session at 6:00 p.m. on Tuesday, April 21, 2026, in the Courtroom of the Municipal Court Building, 300 Martin Luther King Blvd. in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Section 94.01 of the Constitution of Alabama 2022, a resolution (the “Resolution”) approving the execution and delivery of a Second Amended Development Agreement (the “Agreement”) by and between the City of Opelika, a municipal corporation (the “City”), and BROAD METRO, LLC, a Delaware limited liability company, (the “Company”) to be dated the date of delivery with respect to a proposed development to be located in the City (the “Project”).

Pursuant to the original Agreement, the Company has acquired approximately 73.35 acres of real property located at the intersection of Gateway Drive and Interstate 85 in the corporate limits of the City, and is constructing approximately 100,000 square feet of improvements for use as retail, restaurants, a QuikTrip store and gas station, a golf entertainment venue and other commercial uses requiring a total estimated capital investment of \$7,400,000. The Company estimates that the Project is expected to create, when fully placed in service, approximately 80-100 full and part-time jobs. In consideration for the obligations of the Company under the Agreement, the City has agreed to share with the Company an amount equal to fifty percent (50%) of (a) City Sales Tax Proceeds and (b) Non-Economic and Tourism City Logging Tax Proceeds actually generated and collected from the Development over a period of up to fifteen (15) years. The Second Amended Project Development Agreement will extend the

Incentive Commencement Date to March 1, 2028, and change the development parameters to increase development venue flexibility.

The City seeks to achieve, by undertaking its obligations pursuant to the Second Amended Agreement and the Resolution, to promote the economic development of the City by facilitating the acquisition and construction of the Second Amended Project for the benefit of the general public, to increase employment opportunities in the City and to increase the tax and revenue base of the City.

The business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value is Broad Metro, LLC.

All interested persons may examine and review the Second Amended Project Agreement and Resolution and all relevant documents and make copies thereof at personal expense at the offices of the City Clerk during normal business hours, before and after the meeting referenced herein.

During the public meeting referenced above, the City Council will conduct a public hearing with respect to the Second Amended Agreement and the matters therein contained. All interested persons are invited to attend the public hearing and be heard. Written communication concerning the above matter may be mailed to the City Clerk at City Hall, P.O. Box 390, Opelika, Alabama 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and public hearing.

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

Further information concerning the information of this Notice can be obtained at the office of the City Clerk during normal business hours.

DATED this the 9<sup>th</sup> day of April, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER  
The Opelika Observer  
223 S 8<sup>th</sup> Street  
Opelika, AL 36803-2208

Please publish the foregoing Notice one (1) time in the April 9, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 21, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend the Development Plan for Cedar Creek PUD. The Development Plan for Cedar Creek PUD was approved by the City Council as required by Section 8.18(n) of the Zoning Ordinance of the City. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

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

ORDINANCE TO AMEND THE DEVELOPMENT PLAN  
FOR CEDAR CREEK PUD

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

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

- (a) Cedar Creek of East Alabama, LLC, heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Cedar Creek PUD” consisting of approximately 42 acres.
- (b) Pursuant to Ordinance No. 126-04, the City Council approved said Development Plan for Cedar Creek PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 42 acres located north of Hillflo Avenue and West of U.S. Highway 431 (Lafayette Parkway).
- (c) Moore’s Construction, LLC, by and through its authorized representative, Mike Maher, the owner of certain property located at the intersection of Oak Park

Drive and Cedar Creek Drive, has heretofore submitted to the City a proposed amended Development Plan for Cedar Creek PUD.

(d) The current Development Plan for Cedar Creek PUD provided for seventy-two (72) single-family residential lots, one (1) recreational lot and one (1) seven acre parcel to be developed for mixed residential and commercial use. The development would also include a swimming pool, playground, clubhouse, bike paths, walking trails and green spaces.

(e) The proposed amended Development Plan changes the use from an amenity lot (clubhouse and swimming pool) to five single-family lots (lot sizes 29,248 square feet to 36,948 square feet).

(f) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(g) The Planning Commission recommended approval of the amended Development Plan for Cedar Creek PUD.

(j) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan for Cedar Creek PUD as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

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

Section 6. Publication. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

**END**

All interested persons are invited to attend the Public Hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at City Hall, P.O. Box

390, Opelika, AL 36803 at any time prior to the Public Hearing and may be further submitted to the City Council at the meeting and Public Hearing.

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

WITNESS my hand this the 26<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 26, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 21, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

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

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

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

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

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

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

Less and Except:

Lot 18A, SPRING HILL HEIGHTS SUBDIVISION - BARNES REVISION,

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

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

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

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

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

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

WITNESS my hand this the 26<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 26, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

\_\_\_\_\_  
CITY CLERK



Business Name: 1854 Rare Wines + Gifts DBA  
1854 Rare Wines + Gifts LLC

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





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 WHOLESAL   | Schedule #70  | \$ 250.00  |
| <input type="checkbox"/>            | WINE WHOLESAL   | Schedule #71  | \$ 275.00  |
| <input type="checkbox"/>            | BEER & WINE WHOLESAL  | Schedule #72  | \$ 525.00  |
| <input type="checkbox"/>            | LOUNGE RETAIL LIQUOR CLASS 1  | Schedule #73  | \$2,000.00 |
| <input checked="" type="checkbox"/> | RESTAURANT RETAIL LIQUOR  | Schedule #74  | \$1,000.00 |
| <input type="checkbox"/>            | PRIVATE CLUB LIQUOR   | Schedule #75  | \$1,000.00 |
| <input type="checkbox"/>            | RETAIL WINE OFF PREMISE   | Schedule #76  | \$ 75.00   |
| <input type="checkbox"/>            | RETAIL WINE ON PREMISE  | Schedule #77  | \$ 300.00  |
| <input checked="" type="checkbox"/> | RETAIL BEER ON PREMISE  | Schedule #78  | \$ 75.00   |
| <input type="checkbox"/>            | RETAIL BEER OFF PREMISE   | Schedule #79  | \$ 50.00   |
| <input type="checkbox"/>            | LOUNGE RETAIL LIQUOR CLASS 2<br>(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"/>            | BREW PUB  | 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  |



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

**WHEREAS**, the Purchasing Department opened sealed bids for the purchase of one (1) Turret Trailer for the Power Services Department; and

**WHEREAS**, Ring Power Corporation submitted the low bid meeting specifications; and

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

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

- 1. That the purchase be awarded to Ring Power Corporation on their low bid meeting specifications.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Ring Power Corporation in the amount of \$70,939.00.
- 3. That the Mayor be authorized to execute all documents pertaining to this purchase.
- 4. That the Controller be authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

## **FACT SHEET**

**SUBJECT:** Sealed Bid #26014 – We are asking the council to approve a purchase for one (1) Turret Trailer

### **FACTS:**

- Bid opening date – 4/13/26
- User Department(s) – Power Services
- The bid was mailed to 15 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

### **RECOMMENDATION:**

**Recommend the purchase be awarded to Ring Power Corporation on their low bid meeting specifications in the amount of \$70,939.00.**



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

**WHEREAS**, the Purchasing Department opened sealed bids for a contract for the Northpark Drive Extension & Bridge Over Halawakee Creek for the Engineering Department; and

**WHEREAS**, The Bridge Builders of Alabama LLC submitted the low bid meeting specifications; and

**WHEREAS**, Opelika Industrial Development Authority (OIDA), owner of the Northeast Opelika Industrial Park, was awarded the Alabama Site Evaluation and Economic Development (SEEDS) grant in the amount up to \$2,018,640.00 by the State Industrial Development Authority (SIDA); and

**WHEREAS**, the City of Opelika has agreed, per resolution 057-24 approved on March 5, 2024, to the 1-to-1 match funding that the grant requires with OIDA in the amount up to \$2,018,640.00; and

**WHEREAS**, if total Project costs exceed \$4,037,280.00, the City shall disburse such additional funds to OIDA. OIDA shall reimburse the City for all grant allocations received from SIDA, and

**WHEREAS**, funding for this contract is coming from the Alabama Site Evaluation and Economic Development (SEEDS) grant and from Unassigned Funds;

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

1. That the contract be awarded to The Bridge Builders of Alabama LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to The Bridge Builders of Alabama LLC in the amount of \$3,052,473.84.
3. That the Mayor be authorized to execute all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

## **FACT SHEET**

**SUBJECT:** Sealed Bid #26016 – We are asking the Council to approve a contract for the Northpark Drive Extension & Bridge Over Halawakee Creek

### **FACTS:**

- Bid opening date – 4/14/26
- User Department – Engineering
- The bid was mailed to 9 vendors
- 4 bids were received
- Budgeted contract using funds from the Alabama Site Evaluation and Economic Development (SEEDS) grant awarded by the State Industrial Development Authority (SIDA) to the Opelika Industrial Development Authority (OIDA) and from Unassigned Funds
- Bid tabulation sheet attached

### **RECOMMENDATION:**

- **Recommend the bid be awarded to The Bridge Builders of Alabama LLC for their low bid meeting specifications in the total amount of \$3,052,473.84.**



**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 -----
Jon Hayes	Accounting	\$ 133.40
Paige Core	Municipal Court	\$ 150.80
Carolyn Smith	Municipal Court	\$ 150.80

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

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

# EXPENSE REPORT

NAME Jon Hayes DEPARTMENT Accounting PERIOD ENDING 4/10/2026

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS 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		
4/10/2026	Atlanta, GA					\$ 133.40					\$ 133.40
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
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											\$ -
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											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 133.40	\$ -	\$ -	\$ -	\$ -	\$ 133.40

ITEMIZED BUSINESS MEALS				
DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES		
DATE	\$. PARKING, REPAIRS, ETC	AMOUNT
10-Apr	184 miles @ .725/mile	\$ 133.40

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS	AMOUNT	

NUMBER OR DAYS AWAY FROM HOME  
5  
 NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS  
 \_\_\_\_\_  
 % OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS  
 \_\_\_\_\_  
 NATURE OR PURPOSE OF TRAVEL  
Tyler Connect Seminar  
The Venetian Las Vegas NV  
 METHOD OF REIMBURSEMENT  
 MAIL TO:  
Accounting Dept.

Jon Hayes  
 SIGNATURE  
[Signature]  
 APPROVED BY

# EXPENSE REPORT

PERIOD ENDING

**NAME**

PAIGE P CORE

**DEPARTMENT**

Municipal Court

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUES												0.00
WED	OPELIKA-BIRMINGHAM					75.40						75.40
THURS												0.00
FRI	BIRMINGHAM - OPELIKA					75.40						75.40
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	150.80	0.00	0.00	0.00	0.00	0.00	150.80

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Magistrate Regional Conference Training

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/1/26	208 x .0725	150.80

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Snail Mail to Municipal Court

*Paige P. Core*  
 SIGNATURE  
 APPROVED BY

# EXPENSE REPORT

**NAME**

Carolyn Smith

**DEPARTMENT**

Municipal Court

**PERIOD ENDING**

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	OPELIKA-BIRMINGHAM					75.40						75.40
THU												0.00
FRI	BIRMINGHAM-OPELIKA					75.40						75.40
SAT												0.00
<b>WEEKLY CATEGORY TOTALS \$</b>		0.00	0.00	0.00	0.00	150.80	0.00	0.00	0.00	0.00	0.00	150.80

WEEKLY TOTAL EXPENSES **150.80**

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

Magistrate Regional Conference Training

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
4/1/26	208 x 0.725	150.80

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Snail Mail to Municipal Court

*Carolyn Smith*  
SIGNATURE

*J.P. [unclear]*  
APPROVED BY

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

**RESOLUTION APPROVING QUOTATION FROM CDW  
GOVERNMENT, LLC, FOR RED HAT SOFTWARE AND SERVICES**

**WHEREAS**, the Information Technology Department desires to purchase Red Hat software and services which supports AI architecture; and

**WHEREAS**, a Quotation (the “Quotation”), a copy of which is attached hereto as Exhibit “A”, has been prepared by CDW 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 quotation is from the National IPA, a cooperative purchasing organization and an Omnia Partner, by and through its vendor, CDW, under contract number 2024056-01, for Red Hat Quote Reference 26-27 RNW, Option 2.

**WHEREAS**, the purchase of goods and services from an approved purchasing cooperative is exempt under the Alabama Competitive Bid Law; and

**WHEREAS**, the estimated cost of the software and services is in the amount of \$79,986.38; and

**WHEREAS**, the Chief Technology Officer has certified that sufficient funds are available to pay for such services in the appropriate capital outlay accounts.

**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, 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 Quotation.

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

3. That the compensation, in the amount of \$79,986.38, to be paid to CDW for the Red Hat software and services as provided in the Quotation shall be paid from the capital outlay

budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW purchase orders for the annual payments as referenced above.

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

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

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

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

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

\_\_\_\_\_  
CITY CLERK



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.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTFR600	2/6/2026	RED HAT 26-27 RNW OPTION 2	0936449	<b>\$79,986.38</b>

**IMPORTANT - PLEASE READ**

**Special Instructions:** Red Hat licensing is not returnable

**QUOTE DETAILS**

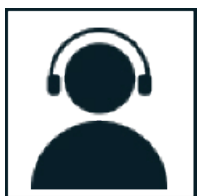
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Red Hat AI Accelerator - premium subscription (1 year) - 1 accelerator</a> Mfg. Part#: MCT4721 Start Date: 04/14/2026 End Date: 04/13/2027 Red Hat AI Accelerator, Premium (1 Accelerator) Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)	8	8261671	\$1,059.10	\$8,472.80
<a href="#">Red Hat Learning Subscription Premium - web-based training</a> Mfg. Part#: LS520 Start Date: 04/14/2026 End Date: 04/13/2027 Red Hat Learning Subscription Premium Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)	1	6982865	\$10,405.39	\$10,405.39
<a href="#">Red Hat Learning Subscription Premium - web-based training</a> Mfg. Part#: LS520 Start Date: 04/14/2026 End Date: 04/13/2027 Red Hat Learning Subscription Premium Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)	1	6982865	\$10,405.39	\$10,405.39
<a href="#">RED HAT OS CONT PLAT BMN PREM 1PHY</a> Mfg. Part#: MW05472 Red Hat OpenShift Container Platform (Bare Metal Node), Premium (1 Physical Node) 04/14/2026 04/13/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)	1	9070304	\$32,493.20	\$32,493.20

**QUOTE DETAILS (CONT.)**

<p><b>RED HAT OS AI BMN PREM 1PHY</b></p> <p>Mfg. Part#: MCT5041</p> <p>Red Hat OpenShift AI (Bare Metal Node), Premium (1 Physical Node) 04/14/2026 04/13/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)</p>	1	9070337	\$14,609.60	\$14,609.60
<p><b>Red Hat Enterprise Linux Server - premium subscription - 2 sockets, 1 phys</b></p> <p>Mfg. Part#: RH00003</p> <p>Start Date: 06/21/2026 End Date: 04/13/2027 Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)</p>	1	6905902	\$1,200.00	\$1,200.00
<p><b>Red Hat Enterprise Linux Server - premium subscription - 2 sockets, 1 phys</b></p> <p>Mfg. Part#: RH00003</p> <p>Start Date: 06/21/2026 End Date: 04/13/2027 Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV GOV ONLY (2024056-01)</p>	2	6905902	\$1,200.00	\$2,400.00

<b>SUBTOTAL</b>	\$79,986.38
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$79,986.38</b>

PURCHASER BILLING INFO	DELIVER TO
<p><b>Billing Address:</b> CITY OF OPELIKA ACCOUNTS PAYABL PO BOX 390 OPELIKA, AL 36803-0390 <b>Phone:</b> (1) 334-7055 x 120 <b>Payment Terms:</b> Net 30 Days-Govt State/Local</p>	<p><b>Shipping Address:</b> CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION</p>
<b>Please remit payments to:</b>	
<p>CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515</p>	



**Sales Contact Info**

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

**Need Help?**



My Account



Support



Call 800.800.4239



# CDW•G

## Your Go-To Contracts for IT Solutions

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

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

### 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](#)



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

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

**WHEREAS**, the Fire Department desires to purchase Scott Vision C5 Facepieces with related equipment utilizing HGACBuy contract #EE11-24; and

**WHEREAS**, Emergency Equipment Professionals (“EEP”) is the HGACBuy contract vendor for the Scott Vision C5 Facepieces; and

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

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

- 1. That the purchase be awarded to Emergency Equipment Professionals utilizing the HGACBuy contract.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Emergency Equipment Professionals in the amount of \$182,590.00.
- 3. That the Mayor be authorized to sign all documents pertaining to this purchase.
- 4. That the Controller be authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

Remit To:

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



**QUOTE  
 227991**

CUSTOMER NO.  
 973

**BILL TO:**

Opelika Fire Department  
 PO BOX 266  
 Opelika, AL 36801

**SHIP TO:**

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

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

Visit our website at [www.emergencyequipment.us](http://www.emergencyequipment.us)

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS		
03/26/26		Best Way		NET 30 DAYS		
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER	
Scott Mask		03/26/26	PH JRC		227991	
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
REQUIRED	SHIPPED					
18		SCH.FP1L50002M00010	Scott Vision C5 Facepiece LG with Radio Direct Interface, Gen 2, Motorola, BCH, 5-Strap, Kevlar, Large	1,298.00	23,364.00	
50		SCH.FP1M50002M00010	SCOTT VISION C5 FACEPIECE Med. with Radio Direct Interface, Gen 2, Motorola, BCH, 5-Strap, Kevlar, Medium	1,298.00	64,900.00	
12		SCH.FP1S50002M00010	Scott Vision C5 Facepiece SM with Radio Direct Interface, Gen 2, Motorola, BCH, 5-Strap, Kevlar, Small	1,298.00	15,576.00	
46		SCH.201650-07	REG ASY,C5,X3,SC,LH(6 WIRE)	1,600.00	73,600.00	
6		SCH.CF5V2DH0	C5,VEH CHGR,DBL,DC PWR SUP	675.00	4,050.00	
10		SCH.201506-01	SCOTT C5 RDI BATTERY PACK	110.00	1,100.00	
1		@EQP	SCBA LABOR	0.00	0.00	
**Delivery, Fit Testing and Installation Included Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below  Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor.						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL

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

Remit To:

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



**QUOTE  
 227991**

CUSTOMER NO.  
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 PO BOX 266  
 Opelika, AL 36801

**SHIP TO:**

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

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

Visit our website at [www.emergencyequipment.us](http://www.emergencyequipment.us) PAGE 2

DATE		SHIP VIA	F.O.B.	TERMS		
03/26/26		Best Way		NET 30 DAYS		
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER	
Scott Mask		03/26/26	PH JRC		227991	
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
REQUIRED	SHIPPED					
			Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.  If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.  HGAC Contract EE11-24			
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
182,590.00	0.00		182,590.00	0.00		182,590.00
Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.						

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

---

Cooperative Agreement - Limited Assignment - Emergency Equipment Professionals, Inc. - Public Services - ID: 13815

## LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, 3M Company (Contractor) at 3M Center, Bldg. 223-2N-30, St. Paul, MN 55144 and Emergency Equipment Professionals, Inc., (Assignee) at 6441 Hwy 51 North, Horn Lake, MS 38637.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE11-24, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 13415 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by all parties to this agreement (the "Effective Date") and ends Oct 31 2028. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

**Section 1** Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

**Right to sell products/services:** Emergency Rescue Equipment

**Right to sell products/services in the following geographical area:** Alabama and Mississippi

**Right to administer Purchase Orders:**

**Section 2** Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

**Section 3** Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

**Section 4** H-GAC hereby consents to such limited assignment and assumption.

**Unless otherwise noted, this Agreement goes into effect on the date signed by all parties to this Agreement (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.**

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

**H-GAC**

Signature 

Name Chuck Wemple

Title Executive Director

Date 2/21/2025

**3M Company (Contractor)**

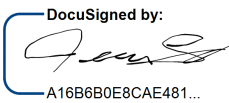
Signature 

Name Tabatha Williams

Title Contract Coordinator

Date 2/11/2025

**Emergency Equipment Professionals, Inc. (Assignee)**

Signature 

Name Jeremy Lami

Title Chief Operating Officer, EVP

Date 2/11/2025

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

**WHEREAS**, Opelika Power Services desires to purchase one (1) Altec AT37G Outrigger F550 Truck with US40 option utilizing Sourcewell contract #110421-ALT; and

**WHEREAS**, Altec Industries, Inc. is the Sourcewell contract vendor for the Altec AT37G Outrigger F550 Truck with US40 option; and

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

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

1. That the purchase be awarded to Altec Industries, Inc., utilizing the Sourcewell contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Altec Industries, Inc. in the amount of \$183,827.00.
3. That the Mayor be authorized to sign all documents pertaining to this purchase.
4. That the Controller be authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

**Quoted for:** City of Opelika  
**Quoted by:** Kade Fulkerson  
**Altec Account Manager:** Jeff Stevens

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
3	AT37G-AWD	All Wheel Drive	\$6,739
4	AT37G-HFO	H Frame Outriggers, Wooden Outrigger Pads, and Pad Holders	\$4,793

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
2	PSW11	Inverter with minimum 2000W 120V @ 16A pure sine wave output, hardwired to outlets and 12VDC input	\$2,972
3	SPOT4	SIX (6) POINT STROBE SYSTEM (LED)	\$1,220
4	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote - Post Mounted on Bulkhead Inboard of the Strobe Beacon	\$1,066
5			
6			
7			
8			
9			
10			
<b>SOURCEWELL OPTIONS TOTAL:</b>			\$188,496

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$2,260
4	BODY & CHASSIS ACC	Two (2) Additional Wheel Chocks	\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS		-\$100
8	OTHER		-\$8,436
<b>OPEN MARKET OPTIONS TOTAL:</b>			-\$6,276

**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** \$182,220.00  
**Delivery to Customer:** \$1,607.00  
**Estimated Taxes (Delivery non-taxable):**  
**FET:**  
**CA Doc/Admin/Tire Fees:**  
**Extended Warranty:**

**TOTAL FOR UNIT/BODY/CHASSIS:** \$183,827.00

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			
3			
4			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** TBD Based on availability, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

# Altec Industries

Digger derricks, bucket trucks, and utility equipment

#110421-ALT

Maturity Date: 12/27/2026

Website: [altec.com/sourcewell](https://altec.com/sourcewell) 

Products & Services

Buy Sourcewell

Documents

Contact Information

## Products & Services

Sourcewell contract 110421-ALT gives access to the following types of goods and services:

- Bucket trucks and aerial devices
- Digger derricks
- Boom truck and knuckle cranes
- Service and chip dump bodies
- Cable handling
- Tree care and tree maintenance
- Spray trucks and skids
- Pole trailers
- Tools and accessories
- Training
- Equipment financing and auction services
- Preventive maintenance

Additional information can be found on the vendor-provided, nongovernment website at:

[altec.com/sourcewell](https://altec.com/sourcewell) 

## Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

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

**APPLY FOR/ACCEPT THE 2025 BYRNE JUSTICE ASSISTANCE GRANT  
(JAG) – OPD**

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

**WHEREAS**, The total amount of the Grant Application is \$26,229.00.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

## **FACT SHEET**

SUBJECT: Allow the Mayor to sign an application/acceptance for the 2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

### FACTS:

- The City of Opelika participates each year in the application/acceptance for a BYRNE JUSTICE ASSISTANCE GRANT.
- The amount of this grant application/acceptance is \$26,229.00.
- Opelika Police Department plans to use the allotted award to purchasing 42 rifle rated ballistic plates for vests.
- The Lee County Sheriff's Office has been tasked with applying for and managing this grant, The City of Opelika is a sub-recipient.

### RECOMMENDATIONS:

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

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

**RESOLUTION APPROVING THE CONTRACT BY AND BETWEEN THE  
CITY OF OPELIKA, ALABAMA AND CASEY CHAMBLEY,  
D/B/A CHAMBLEY'S DISPLAY FIREWORKS FOR THE PRODUCTION OF THE  
FIREWORKS DISPLAY AT THE OPELIKA FREEDOM CELEBRATION EVENT**

**WHEREAS**, the annual Opelika Freedom Celebration is an event dedicated to bringing our community together to celebrate Independence Day; and

**WHEREAS**, the celebration ends with a public fireworks display choreographed to patriotic music; and

**WHEREAS**, the City of Opelika, Alabama (the "City") requires the services of an experienced and qualified fireworks contractor to furnish all labor, materials, equipment and services for providing a safe state-of-the-art aerial pyrotechnical fireworks display for the City's Freedom Celebration event; and

**WHEREAS**, Casey Chambley, d/b/a Chambley's Fireworks Display possesses the experience and qualifications necessary to produce the annual fireworks display at the City's Freedom Celebration event; and

**WHEREAS**, a proposed Contract (the "Contract") for the production of the fireworks display has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

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

1. That the proposed Contract to be entered into between the City and Casey Chambley, d/b/a Chambley's Display Fireworks, a copy of which is attached hereto as Exhibit "A", be and

the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

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

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

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

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

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

\_\_\_\_\_  
CITY CLERK

# Chambley's Display Fireworks

THIS CONTRACT AND AGREEMENT for Fireworks made and conducted in the month of July on the 3<sup>rd</sup> Day, 2026 A.D. This contract agreement for a firework display by Casey Chambley, d/b/a Chambley's Display Fireworks (hereinafter referred to as "CHAMBLEY'S")

and

The City of Opelika, Alabama, is a municipal corporation (hereinafter referred to as "CLIENT").

(Hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of one dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Chambley's and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, and conditions, and payments of this Client:

CHAMBLEY'S agrees:

1. To sell, furnish and deliver to Client a community Fireworks display for the City to be performed on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Chambley's Display Fireworks for the Fireworks displays as follows:

Display Date(s) July 3rd Postponement Date(s) \_\_\_\_\_ TBA \_\_\_\_\_ ?

Contract Amount **\$25,000**; (deposit 50%) 50% due on or before April 30<sup>th</sup> 2026, and the remaining 50% due on the day of the show. All payments should be made by money order or Certified Check, payable to Chambley's Display Fireworks.

2. Chambley's further agrees to furnish, sufficient trained personnel to present a display.
3. Following the display, Chambley's shall be responsible for the cleanup of the display area including, but not limited to removing unexploded fireworks, frames, sets, and refilling holes if any.
4. Chambley's shall exercise the same degree of care, skill, and diligence in the performance of its services as is ordinarily possessed and exercised by a professional under similar circumstances.
5. During the term of the contract, Chambley's shall maintain at its sole cost and expense, general liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Client further agrees:

6. To produce and furnish a suitable place to display the said fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and permits, and arrange for any security bonds or insurance as required by law in their community when necessary. To furnish a dry, safe, and convenient place to store the fireworks, where same may be prepared for display by display technicians;
7. Prior to, during and immediately following the display, Client shall be solely responsible to keep all persons (except employees of Chambley's) out of the designated danger areas and behind safety zones, lines, and limits;

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

ATTEST:

**For Chambley's Display**

Fireworks \_\_\_\_\_

APPROVED BY:



date 3/13/26 (cc)

**For Client:**

BY:

\_\_\_\_\_  
date

BY:  3/13/2026  
date

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

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT  
WITH BARGE DESIGN SOLUTIONS, INC., IN CONNECTION  
WITH THE SPORTSPLEX PARKWAY EXTENSION FROM US-431 (SR-1)  
TO ANDREWS ROAD (CR-48) AT SPORTSPLEX PARKWAY AND  
VETERANS PARKWAY EXTENSION FROM PEPPERELL PARKWAY  
(SR-14) TO HI PACK DRIVE PROJECTS**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) intends to provide connectivity from U.S. 431 north of Opelika to I-85 at Exit 64 by extending Sportsplex Parkway at Andrews Road to the west and north of Condy Lake, over the CSX Railroad and intersect US-431; and

**WHEREAS**, the City also intends to provide connectivity from Pepperell Parkway to Hi Pack Drive by extending the existing Veterans Parkway at Pepperell Parkway to the east and south, over the CSX Railroad and intersect Hi Pack Drive; and

**WHEREAS**, the City has requested subsurface exploration and geotechnical engineering services to be provided for the two bridge foundation designs for both projects; and

**WHEREAS**, Barge Design Solutions, Inc., (“Barge”) will provide subsurface exploration and geotechnical engineering services (the “Project”); and

**WHEREAS**, Barge is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the Project; and

**WHEREAS**, City staff recommends Barge to perform said services; and

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

**WHEREAS**, the estimated compensation due to Barge under the Agreement is \$133,854.00, which shall come from the Budgeted Roadway Funds.

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

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

approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

4. That the compensation to be paid to Barge Design Solutions, Inc., shall be paid from the Budgeted Roadway Funds, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

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

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

January 20, 2026

Mr. Scott Parker, PE  
City Engineer, City of Opelika  
700 Fox Trail  
Opelika, AL 36803

**RE: Supplemental Agreement #1 - Scope of Work and Compensation  
SportsPlex Parkway Extension  
from US-431 (SR-1) to Andrews Road (CR-48) at SportsPlex Parkway  
and  
Veterans Parkway Extension  
from Pepperell Parkway to Hi Pack Drive  
Lee County**

Dear Mr. Parker,

Please find attached the scope of work and compensation for the proposed Engineering Services for the subject projects. This scope of work and compensation supplements the agreements for both projects and is based on our understanding of the conversations we had with the City. We are currently under contract to provide bridge design and CSX coordination on both SportsPlex Parkway Extension and Veterans Parkway Extension. Additionally, we are also under contract to provide ROW deeds and tracts, and ROW acquisition services on SportsPlex Parkway Extension.

Please feel free to call and discuss any of the information contained in this proposal. We look forward to discussing this with you and receiving the Notice to Proceed.

We are excited for the opportunity to assist the City with these important projects.

Sincerely,

**Barge Design Solutions, Inc.**



Ben Adams, PE  
Director - Client Services



Josh Murphy, PE  
Alabama Roadway Practice Leader

c: Michael Davis, PE, TN/AL Bridge Practice Leader

Attachments: Attachment A – Scope of Work and Compensation

# Attachment A - Scope of Work and Compensation



City of Opelika  
SportsPlex Parkway Extension  
From US-431 (SR-1) to Andrews Road (CR-48)  
and  
Veterans Parkway Extension  
From Pepperell Parkway to Hi Pack Drive  
Lee County  
January 20, 2026

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Owner's Responsibilities
- VI. Deliverables
- VII. Compensation

## I. Project Description

Barge Design Solutions, Inc. (Barge) is pleased to provide the following professional services to the City of Opelika (Owner/Client) to supplement the scopes of work for the subject projects. Barge is currently under contract to provide bridge design and CSX coordination on both SportsPlex Parkway Extension and Veterans Parkway Extension. Barge is also under contract to provide ROW deeds and tracts, and ROW acquisition services on SportsPlex Parkway Extension.

### **Project: SportsPlex Parkway Extension from US-431 (SR-1) to Andrews Road (CR-48) at SportsPlex Parkway**

Project Description: This City of Opelika intends to provide connectivity from US-431 north of Opelika to I-85 at Exit 64 by extending the existing SportsPlex Parkway at Andrews Road to the west and north of Condy Lake, over the CSX Railroad and intersect US-431. The City has requested subsurface exploration and geotechnical engineering services be provided for the project.

### **Project: Veterans Parkway Extension from Pepperell Parkway (SR-14) to Hi Pack Drive**

Project Description: This City of Opelika intends to provide connectivity from Pepperell Parkway (SR-14) to Hi Pack Drive by extending the existing Veterans Parkway at Pepperell Parkway to the east and south, over the CSX Railroad and intersect Hi Pack Drive. The City has requested subsurface exploration and geotechnical engineering services be provided for the project.

## II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted projects:

As a subconsultant to Barge, Building & Earth will provide subsurface exploration and geotechnical engineering services as described in the attached proposal dated January 15, 2026 (Exhibit A).

### III. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. The ALDOT submittal and review process is not required.
2. Permit fees, review fees, access fees, etc. are to be paid by the City.
3. This Scope of Services and Fee does not include any work other than what is specified above in Section II of this document under “Scope of Services.” Additional services may be added to the scope based on mutual agreement and equitable adjustment in fee.

### IV. Time of Performance

Barge is prepared to begin work within one week upon receipt of written authorization to proceed. Barge will work with the City to develop an acceptable schedule.

### V. Owner’s Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge’s scope, as required in the project agreement for services.
- B. Provide a combined package of review comments for each milestone review, in a timely manner.
- C. Provide single point of contact for project coordination purposes.

### VI. Deliverables

A report will be provided as described in the attached Building & Earth proposal dated January 15, 2026 (Exhibit A).

### VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the table below. A subconsultant administration expense markup of 5% has been included. Client agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

<b>SportsPlex Parkway Extension and Veterans Parkway Extension - Fee Summary Table</b>			
<b>Items</b>			<b>Fee Amount</b>
1	Subsurface Exploration and Geotechnical Engineering Services – SportsPlex Parkway Extension	Lump Sum	\$ 66,066.00
2	Subsurface Exploration and Geotechnical Engineering Services – Veterans Parkway Extension	Lump Sum	\$ 67,788.00
<b>TOTAL</b>		<b>Lump Sum</b>	<b>\$ 133,854.00</b>



95 Auburn Lakes Road  
Auburn, AL 36830  
Ph: (334) 821-1445  
[www.BuildingAndEarth.com](http://www.BuildingAndEarth.com)

January 15, 2026

Barge Design Solutions  
500 Corporate Parkway, Suite 100  
Hoover, AL 35242

Attention: Mr. Matt Williams ([Matt.Williams@BargeDesign.com](mailto:Matt.Williams@BargeDesign.com))  
Senior Project Manager

Subject: Proposal to Provide Subsurface Exploration and  
Geotechnical Engineering Services  
CSXT Bridges over Sportsplex Rd and Veterans Blvd  
Opelika, AL  
Building & Earth Proposal No.: AU27287 – Revision IV

Dear Mr. Williams:

Building & Earth Sciences LLC (Bldg & Earth) is pleased to offer this proposal for subsurface exploration and geotechnical engineering services in support of the subject projects. This proposal documents our understanding of the projects, provides a summary of our approach to the work, and presents a budget for our services.

### **PROJECT INFORMATION**

Initial project information was gathered from correspondence with Mr. Matt Williams with Barge Design Solutions. Mr. Williams provided the following pdf copies:

- Civil Plans dated 10/20/2025 – Sportsplex Road
- Civil Plans dated 11/14/2025 – Veterans Blvd

After a review of the provided plans, the project involves construction of two approximate 265-ft. long, 3-span bridges over the CSXT railroads. One bridge will be situated between Sta. 43+23 and Sta. 45+38, the newly proposed Sportsplex Road extension, while the second will be between Sta. 21+50 and Sta. 24+15, the newly proposed Veterans Boulevard extension. We further understand that the preferred foundation support for the bridges is driven piles.

Based on the provided plans, embankment walls will be constructed on the north and south right of way on the east and west side approach of the Sportsplex Road bridge. The west right of way walls will extend from the bridge to approximate station 50+00 while the east right of way walls will extend to approximate station 39+50.

Birmingham, AL ■ Auburn, AL ■ Huntsville, AL ■ Montgomery, AL ■ Tuscaloosa, AL  
Springdale, AR ■ Little Rock, AR ■ Augusta, GA ■ Columbus, GA ■ Louisville, KY ■ Raleigh, NC  
Oklahoma City, OK ■ Tulsa, OK ■ Nashville, TN ■ Dallas, TX ■ Virginia Beach, VA

Embankment walls will also be construction on the north and south right of ways on both the east and west approaches. The west right of way walls will extend from the bridge to approximate station 16+00, while the east right of way walls will extend to approximate station 29+00.

Published data from the USGS indicated that both sites are underlain by the Auburn Gneiss Formation, a member of the Opelika Complex formed in the Precambrian to Paleozoic age. The Auburn Gneiss Formation typically consists of fine-grained biotite and oligoclase gneiss intermixed with coarse-grained muscovite-biotite and locally contains muscovite-rich pegmatite.

Felsic gneiss, the primary rock type, is a gneissic rock dominated by light colored minerals. The secondary rock type, mica schist, are typically constituted by mica and quartz, and whose schistosity is mainly due to the parallel arrangement of mica flakes.

In our experience, rock in this area can be in “pinnacle” formations, whereby the rock elevation can change dramatically over short distances. Based on subsurface explorations conducted within a ½ mile radius of the proposed bridge, bedrock ranged between 5 and 30 feet below the existing ground surface.

### **GEOTECHNICAL SCOPE OF SERVICES**

We understand that this project is city funded and will not receive Alabama Department of Transportation (ALDOT) funding. However, we plan to perform the work in general accordance with ALDOT BMTP-398 “Procedure for Conducting Subsurface Investigation and Foundation Reports” and ALDOT’s Geotechnical Manual.

Our work will include soil test borings, rock coring, laboratory testing, and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction.

### **Field Exploration**

#### **Coordination & Field Exploration**

- **Coordination and Scheduling:** We plan to use our in-house or subcontract drillers to drill this site and will coordinate our work with you.
  - We will also coordinate all right of entry site visits with Rail Road CSXT and the City of Opelika personnel, from the contacts provided by Barge Design Solutions.
- **Utility Clearances:** We will utilize the 811 local utilities locate number for ground penetrating radar (GPR) services to assist in the locating of underground utilities throughout the project site. The borings will be placed in accessible areas in the vicinity of the proposed boring locations following the private utility locate.

- Clearing and Access Aid: Based on Google Earth Aerial imagery, clearing an access aid will be required to access the boring locations. The cost for these services has been included in the Cost Estimate below.
- Surveying Boring Locations: Per your request, Bldg & Earth will also subcontract Barrett Simpson, Inc (BSI), a licensed surveyor locate each proposed test location and provide accurate boring elevations.

### **Sportsplex Blvd over CSXT**

- Drilling and Sampling:
  - A geotechnical site reconnaissance and subsurface exploration consisting of 12 standard penetration test (SPT) with NQ rock coring at the bridge borings. Three borings will be drilled at each approximate abutment walls and at each bent. In addition, seven borings will be placed along the embankment walls and spaced every approximate 200 linear feet of proposed wall.
  - The Bridge/Abutment Wall borings will each be advanced to auger refusal which is anticipated to occur 40 feet deep or less. The embankment borings will be advanced to 20 feet below the existing ground surface or auger refusal, whichever comes first. Standard penetration testing in accordance with ASTM D1586 will be performed at 2-½ feet intervals in the upper 10 feet and at 5 feet intervals thereafter. Upon encountering auger refusal at the Bridge/Abutment Wall boring locations, rock coring will be performed using an NQ size core barrel to assess the continuity and load carrying capacity of the rock. We propose to core at least 10 linear feet at each of the borings. Groundwater readings will be taken in the borings prior to NQ rock coring. NQ rock coring will not be performed at the embankment boring locations.
  - We will attempt to collect 4 relatively undisturbed Shelby tube samples in accordance with ASTM D1587, provided subsurface conditions allow.
- Groundwater: The borings will be back filled with auger cuttings following a 24-hr groundwater reading.
- For determining seismic site class, Bldg & Earth will include a Remi Seismic Site Classification Survey. The ReMi® (refraction microtremor technique) will determine in-situ shear-wave (S-wave) velocities to a depth of 100 feet allowing for assignment of the Seismic Site Class in accordance with ASCE 7.

## Veterans Blvd over CSXT

### ■ Drilling and Sampling:

- A geotechnical site reconnaissance and subsurface exploration consisting of 12 standard penetration test (SPT) with NQ rock coring at the bridge borings. Three borings will be drilled at each approximate abutment wall and at each bent. In addition, eight borings will be placed along the embankment walls and spaced every approximate 200 linear feet of proposed wall.
  - The Bridge/Abutment Wall borings will each be advanced to auger refusal which is anticipated to occur 40 feet deep or less. The embankment borings will be advanced to 20 feet below the existing ground surface or auger refusal, whichever comes first. Standard penetration testing in accordance with ASTM D1586 will be performed at 2-½ feet intervals in the upper 10 feet and at 5 feet intervals thereafter. Upon encountering auger refusal at the Bridge/Abutment Wall boring locations, rock coring will be performed using an NQ size core barrel to assess the continuity and load carrying capacity of the rock. We propose to core at least 10 linear feet at each of the borings. Groundwater readings will be taken in the borings prior to NQ rock coring. NQ rock coring will not be performed at the embankment boring locations.
  - We will attempt to collect 4 relatively undisturbed Shelby tube samples in accordance with ASTM D1587, provided subsurface conditions allow.
- Groundwater: The borings will be back filled with auger cuttings following a 24-hr groundwater reading.
- For determining seismic site class, Bldg & Earth will include a Remi Seismic Site Classification Survey. The ReMi® (refraction microtremor technique) will determine in-situ shear-wave (S-wave) velocities to a depth of 100 feet allowing for assignment of the Seismic Site Class in accordance with ASCE 7.

The proposed boring location plan is attached.

## LABORATORY ANALYSIS

The quantity and type of laboratory tests we perform may vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests.

Sportsplex Blvd over CSXT		
Test	ASTM/AASHTO	No. of Tests
Natural Moisture Content	D2488	60
Atterberg Limits	D4318	15
Grain Size with Hydrometer Testing	T27	15
Triaxial Shear Test (Consolidated Undrained)	D4767	2
One-Dimensional Consolidation Test	D2435	2
Unconfined Compression Test on Rock Samples	D7012	4
Corrosion Suite (Sulfate, Chloride, pH, Resistivity)	G200, G162, C1580, C187	4

Veterans Blvd over CSXT		
Test	ASTM/AASHTO	No. of Tests
Natural Moisture Content	D2488	60
Atterberg Limits	D4318	15
Grain Size with Hydrometer Testing	T27	15
Triaxial Shear Test (Consolidated Undrained)	D4767	2
One-Dimensional Consolidation Test	D2435	2
Unconfined Compression Test on Rock Samples	D7012	4
Corrosion Suite (Sulfate, Chloride, pH, Resistivity)	G200, G162, C1580, C187	4

## REPORT

The results of our work for each bridge will be documented its respective written report in general accordance with ALDOT- 398. Our recommendations will include site preparation considerations, undercutting requirements, subgrade preparation considerations, structural fill recommendations, global stability analysis for the retaining wall and embankment slopes, and foundation considerations for the bridge, MSE and embankment walls.

## **EXCLUDED SERVICES**

The following services are specifically excluded from this proposal:

- Design of a MSE wall
- Shoring design
- Environmental sampling.
- Scour analysis.
- Organic Content of topsoil.
- Construction materials testing.

## **SCHEDULE**

The following table presents a summary of the anticipated schedule for the subsurface exploration, laboratory testing and reporting for the project. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to commencement of the exploration.

<b>Anticipated Schedule for Subsurface Exploration, Lab Testing, and Reporting</b>	
<b>Task</b>	<b>Anticipated Schedule</b>
Clearing & Access Aid	Estimated 2 (8-hr) days
Geotechnical Exploration	Estimated 17 (10-hr) days fieldwork
Laboratory Testing	Estimated 20 workdays after completion of field work
Draft Report	Estimated 30 workdays after completion of field work
Final Report	Estimated 5 workdays after receiving comments from Barge Design Solutions

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

## **BUDGET**

The cost of our services reflects the work scope summarized above. Our proposed ***lump sum fee*** for performing the proposed geotechnical exploration is:

<b>Sportsplex Blvd over CSXT</b>	
<b>Task</b>	<b>Fee</b>
Surveying of Boring Locations	\$2,200
Clearing & Access Aid	\$1,800
Geotechnical Exploration	\$40,750
Laboratory Testing	\$12,440
Reporting/Engineering Analysis	\$5,730
<b>Total</b>	<b>\$62,920</b>

<b>Veterans Blvd over CSXT</b>	
<b>Task</b>	<b>Fee</b>
Surveying of Boring Locations	\$2,200
Clearing & Access Aid	\$1,800
Geotechnical Exploration	\$42,390
Laboratory Testing	\$12,440
Reporting/Engineering Analysis	\$5,730
<b>Total</b>	<b>\$64,560</b>

Following completion of the work, Bldg & Earth will be available to assist and consult with the design team regarding geotechnical matters. If conditions are encountered that require additional analysis, we will discuss a modified work scope with you. We will not exceed the indicated budgets without your prior authorization. After issuance of the Geotechnical Report, any additional revisions, client meetings, and/or consultations will be billed at a rate of **\$175** per hour.

## **SITE ACCESS/UTILITIES**

Clearing and access aid will be required to access the boring locations. A cost for these services has been provide above. No re-grading or re-vegetation of the site following the completion of our field exploration is included in this proposal. The borings for the geotechnical exploration will be backfilled with auger cuttings following a 24-hr groundwater measurement. Occasionally, over time the backfilled boreholes may settle

CSXT Bridges over Sportsplex Rd and Veterans Blvd– Opelika, AL  
Proposal No. AU27287 – Revision IV, January 15, 2026

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leaving a depression of the test location. Our scope of services does not include remediation of the settled borehole locations. Additional fees will apply for any additional work after our initial site visit.

The borings will be located in the field by representatives of Bldg & Earth by measuring distances from existing site features and/or obtaining GPS coordinates using Google Earth.

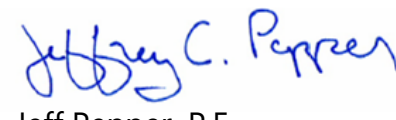
Bldg & Earth will utilize the "800" locate service for the purpose of locating underground utilities prior to drilling. The owner will be responsible for clearing utilities on private property. Bldg & Earth will not be responsible for damage to utilities that are not marked or that are not marked correctly.

### **CLOSING**

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

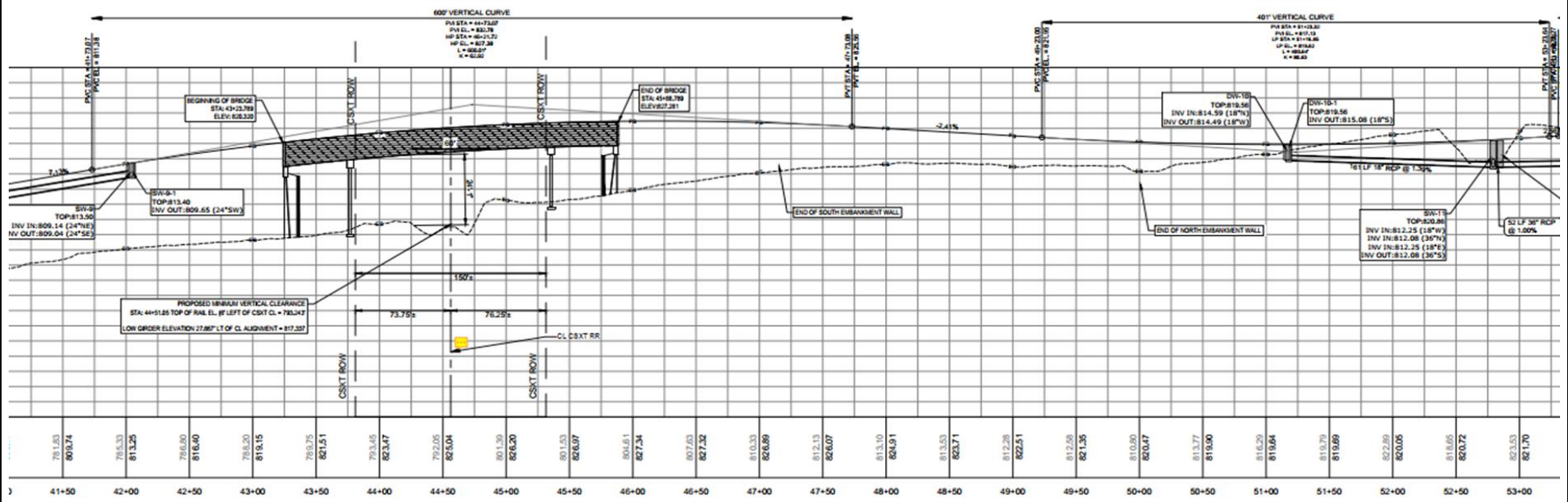
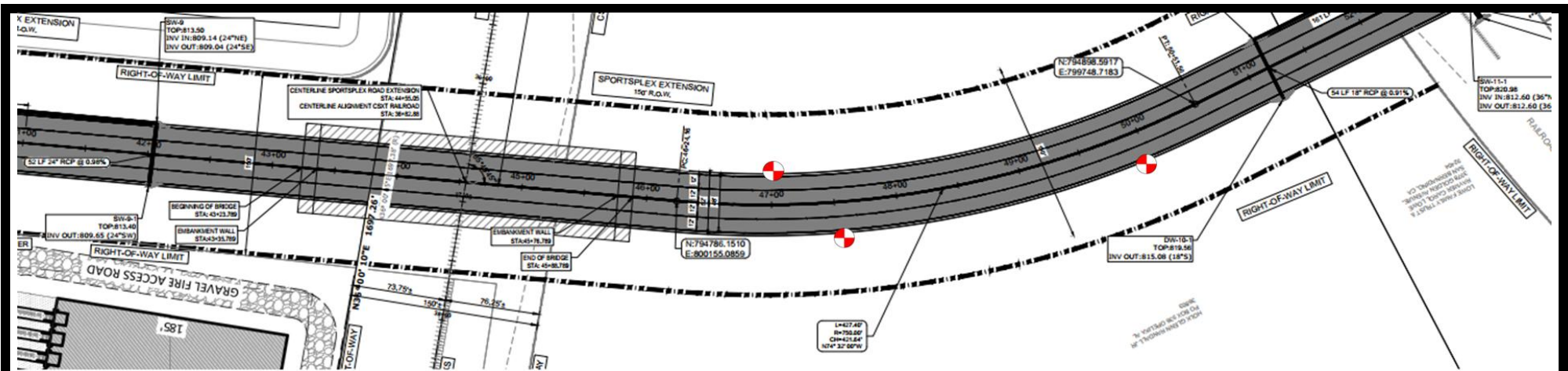
Respectfully Submitted,  
**BUILDING & EARTH SCIENCES, LLC**


  
Aaron Roy, P.E.  
Branch Manager

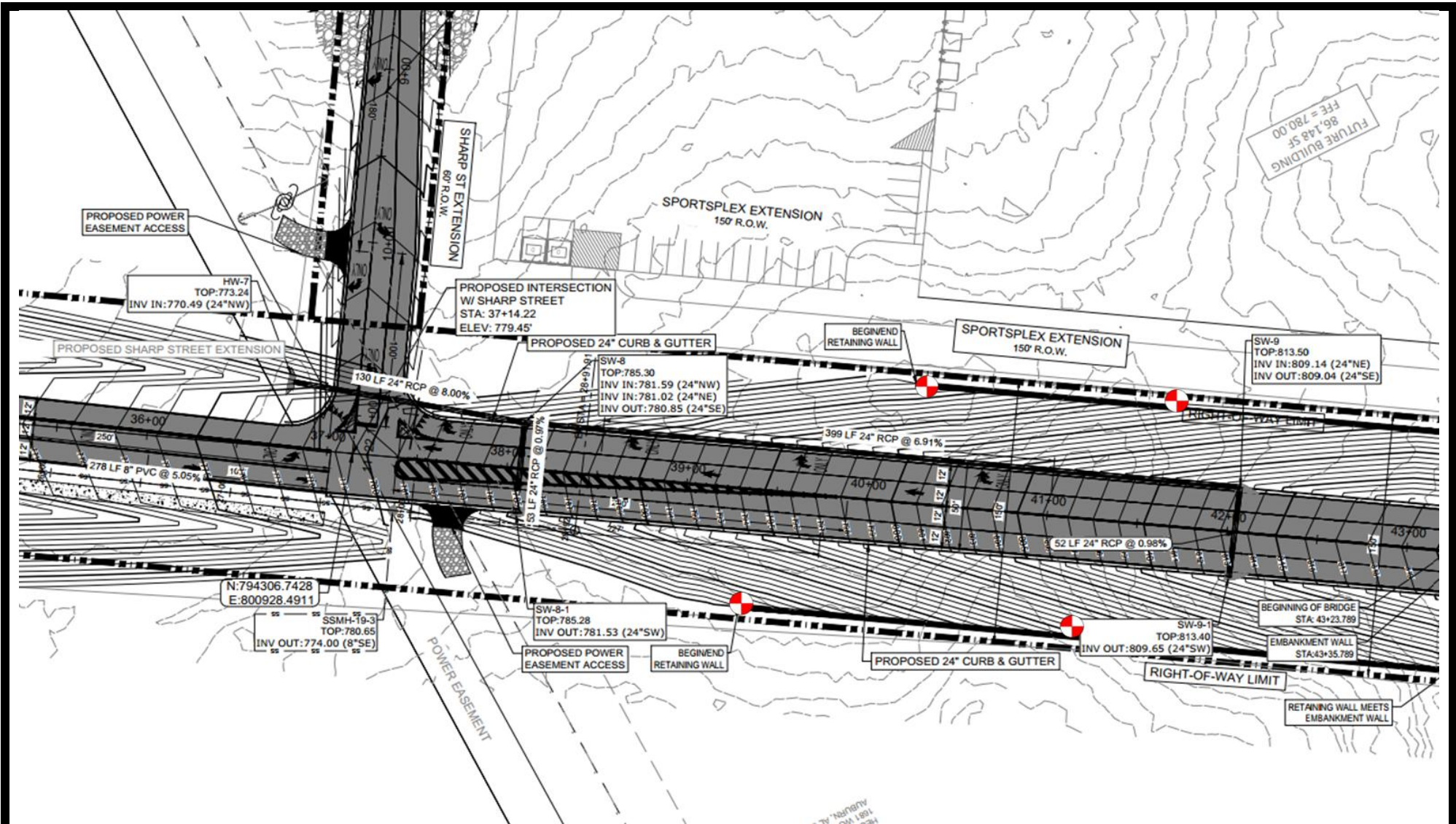
  
Jeff Pepper, P.E.  
Chief Engineer/Principal


Attachments: Boring Location Plans

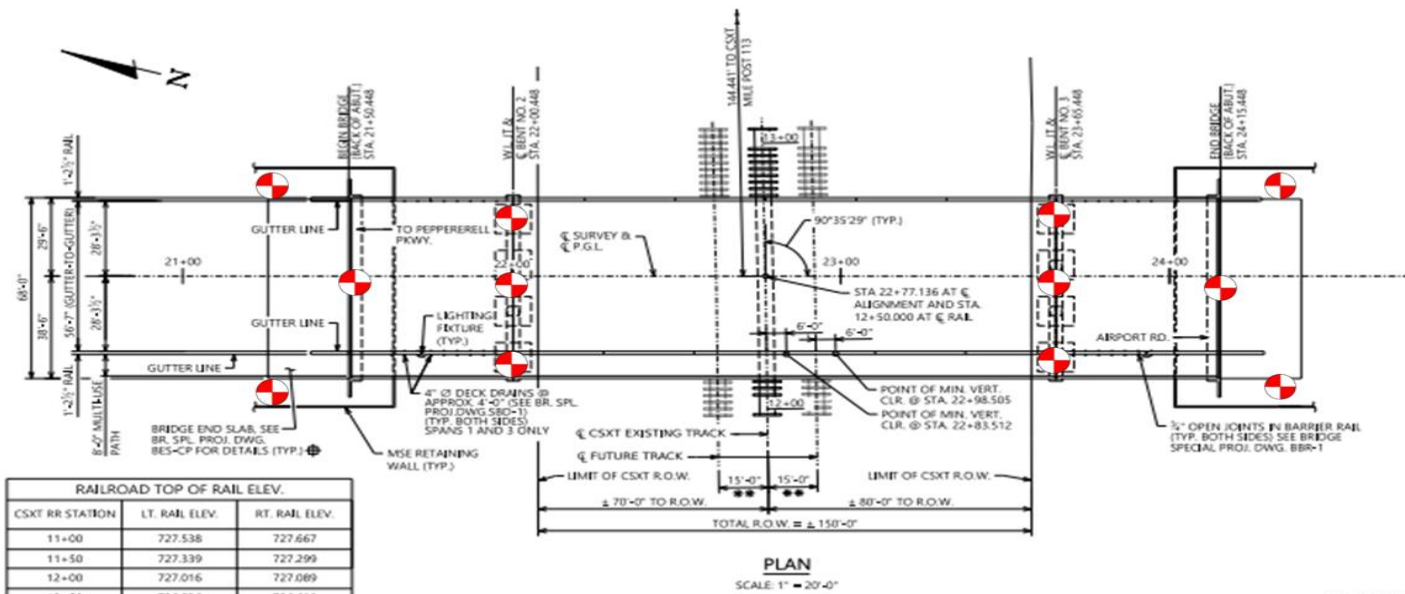




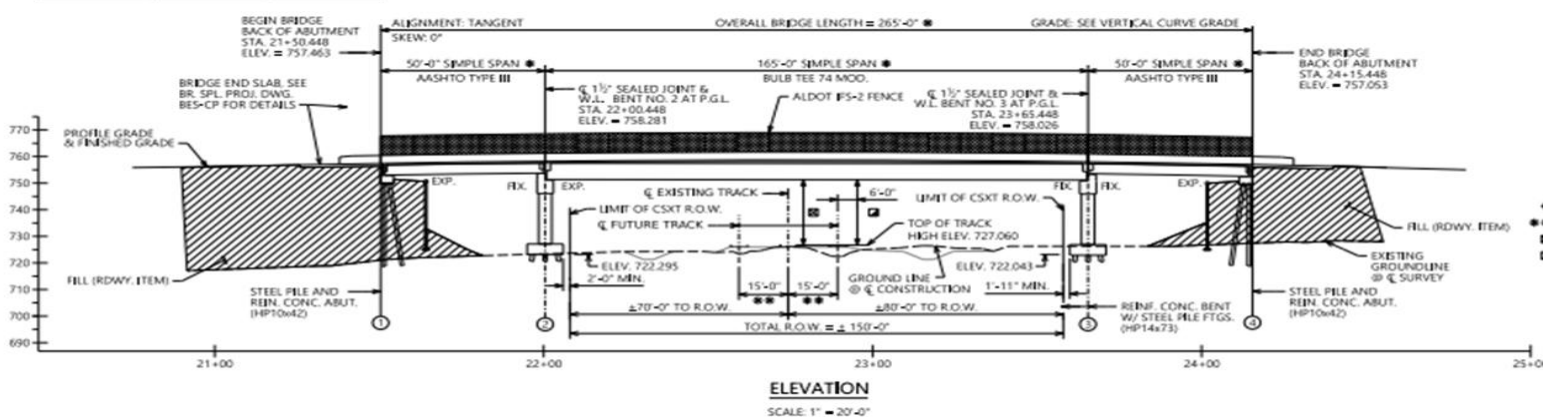
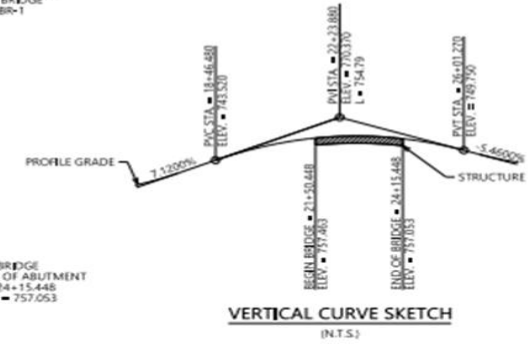
<p>Reference used to produce this drawing:</p>	<h2>PROPOSED BORING LOCATION PLAN</h2>		 Geotechnical, Environmental, and Materials Engineers	
<p>Civil Plans dated 10/20/2025 – Sportsplex Road</p>	<p><b>PROPOSAL NO.:</b></p>	<p><b>PROJECT NAME / LOCATION:</b></p>	<p><b>SCALE:</b></p>	<p><b>DATE:</b></p>
	<p>AU27287</p>	<p>CSXT Bridges over Sportsplex Rd and Veterans Blvd Opelika, AL</p>	<p>As shown</p>	<p>1/13/2026</p>



<p>Reference used to produce this drawing:</p>	<h2>PROPOSED BORING LOCATION PLAN</h2>		 Geotechnical, Environmental, and Materials Engineers	
<p>Civil Plans dated 10/20/2025 – Sportsplex Road</p>	<p><b>PROPOSAL NO.:</b></p>	<p><b>PROJECT NAME / LOCATION:</b></p>	<p><b>SCALE:</b></p>	<p><b>DATE:</b></p>
	<p>AU27287</p>	<p>CSXT Bridges over Sportsplex Rd and Veterans Blvd Opelika, AL</p>	<p>As shown</p>	<p>1/13/2026</p>

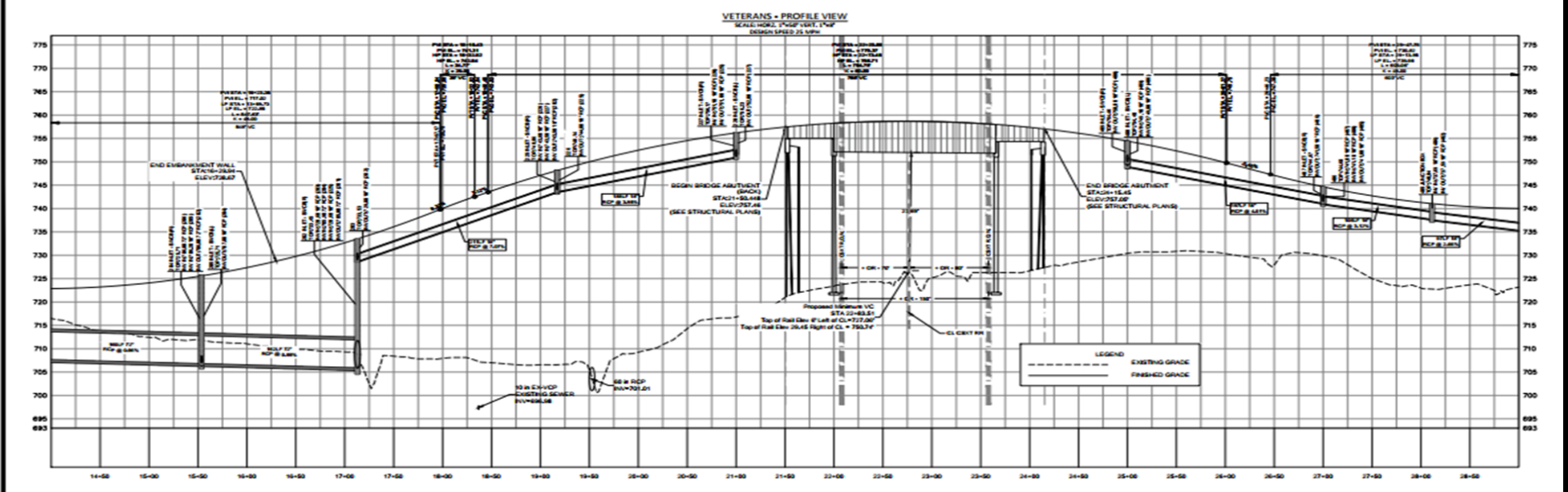
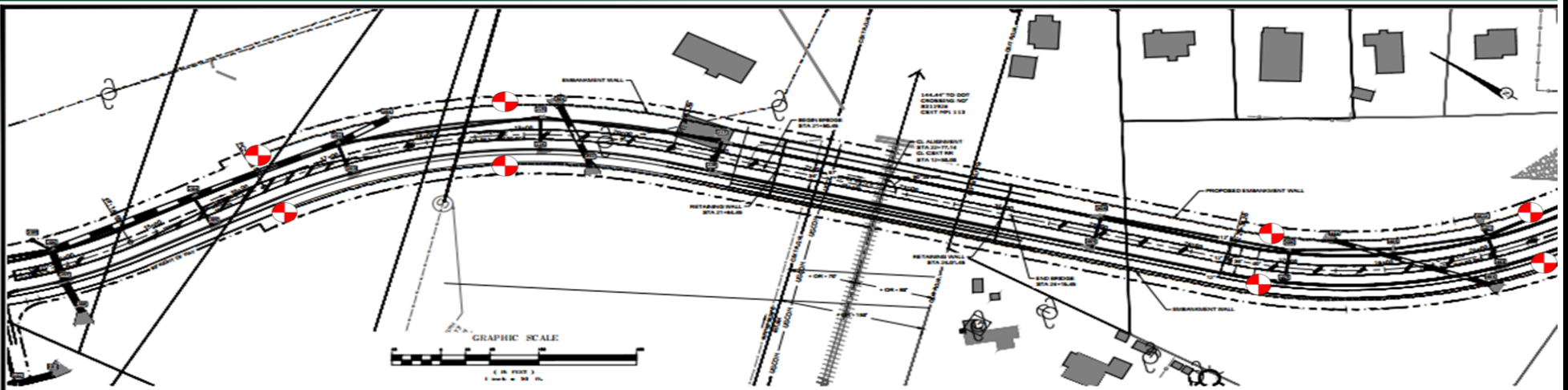



- NOTES**
1. SURVEY FOR HIGH RAIL ELEVATIONS SHALL BE COMPLETED WITHIN ONE YEAR PRIOR TO FINAL PLANS. CURRENT SURVEY WAS RECEIVED ON 02/20/2025.
  2. VERTICAL CLEARANCE WAS TAKEN FROM TOP OF RAIL HIGH ELEVATION TO BOTTOM OF THE BRIDGE DECK.
  3. NO BRIDGE DRAINS SHALL BE LOCATED WITHIN CSXT ROW.
  4. PROPOSED TRACKS ARE PARALLEL TO EXISTING TRACK.
  5. BRIDGE ABUTMENTS TO SPILL THROUGH STUB ABUTMENTS WITH THE BRIDGE JOINT INSIDE THE BACKWALL
  6. FENCE OVER CSXT RAIL IS TO BE IN ACCORDANCE WITH CSXT PUBLIC PROJECT MANUAL - OVERHEAD BRIDGE CRITERIA - SECTION V PROTECTIVE FENCING. MAINTAIN A MIN. 8'-0" FROM TOP OF DECK. SEE BRIDGE SPECIAL PROJECT DWG. IFS-2 FOR MORE DETAILS.
  7. FUTURE TRACK RAIL ELEVATIONS ARE OF THE SAME ELEVATION AS OF EXISTING TRACK RAILS.
  8. ANY CHANGES TO THE DITCH LINES ARE OUTSIDE THE SCOPE OF THIS PROJECT. PROPOSED FUTURE DRAINAGE DITCHES SHOWN ARE FOR ILLUSTRATIONS PURPOSES ONLY. EXISTING DRAINAGE DITCHES FOR EXISTING CSXT RAIL TRACK TO REMAIN UNTIL CONSTRUCTION OF FUTURE CSXT RAIL TRACK.
  9. BRIDGE END SLAB WIDTH SHALL BE THE ENTIRE WIDTH OF THE DECK AND INCLUDE THE SIDEWALK WIDTH.



- DENOTES: MEASURED ALONG  $\hat{C}$  SURVEY
- DENOTES: RAILROAD TRACKS SHOWN ON SKEW
- DENOTES: MIN. VERT. CLR. = 23'-8 1/2"
- DENOTES: MIN. VERT. CLR. = 23'-8"
- FIX - FIXED END
- EXP. - EXPANSION END

Reference used to produce this drawing:  Civil Plans dated 11/14/2025 – Veterans Blvd	<b>PROPOSED BORING LOCATION PLAN</b>		<b>BUILDING &amp; EARTH</b> Geotechnical, Environmental, and Materials Engineers	
	<b>PROPOSAL NO.:</b>  AU27287	<b>PROJECT NAME / LOCATION:</b>  CSXT Bridges over Sportsplex Rd and Veterans Blvd Opelika, AL	<b>SCALE:</b>  As shown	<b>DATE:</b>  1/13/2026



<p>Reference used to produce this drawing:</p>	<h2>PROPOSED BORING LOCATION PLAN</h2>		 Geotechnical, Environmental, and Materials Engineers	
<p>Civil Plans dated 11/14/2025 – Veterans Blvd</p>	<p><b>PROPOSAL NO.:</b></p>	<p><b>PROJECT NAME / LOCATION:</b></p>	<p><b>SCALE:</b></p>	<p><b>DATE:</b></p>
	<p>AU27287</p>			

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

**RESOLUTION AUTHORIZING AGREEMENT FOR A TRANSPORTATION  
REHABILITATION AND IMPROVEMENT PROGRAM II PROJECT  
BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA,  
ALABAMA FOR INTERSECTION IMPROVEMENTS AT  
U.S. HIGHWAY 280 (GATEWAY DRIVE) AND FREDERICK ROAD**

**WHEREAS**, ATRIP-II is an Alabama Department of Transportation (ALDOT) administered transportation infrastructure grant program for projects of local interest created by the Rebuild Alabama Act of 2019 (“Rebuild Alabama Act”); and

**WHEREAS**, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the “State”), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “City”) has previously entered into an agreement with ALDOT with Resolution 069-24 for the improvements at the intersection of U.S. Highway 280 (Gateway Drive) and Frederick Road, including left turn lane additions and traffic signal modifications (the “Project”); and

**WHEREAS**, it is in the public interest for the City and the State, acting by and through ALDOT, to cooperate in the improvement of said intersection; and

**WHEREAS**, the City was awarded \$2,000,000 (\$1,990,970.29 after design and bid cost incurred by ALDOT) in ATRIP-II funds pursuant to the Rebuild Alabama Act; and

**WHEREAS**, the total estimated cost of the Project is \$2,514,575.03 that includes the construction bid cost that was provided by ALDOT as well as Construction Inspection and Engineering (CE & I) services that will be provided by ALDOT, with the City being responsible for any project cost overrun in excess of the awarded ATRIP-II funds; and

**WHEREAS**, this project and funding by ALDOT for the accomplishment of work for which it is requested; and

**WHEREAS**, payment of the City’s local match, invoiced by the State Department of Transportation in the amount of \$523,604.74, will be paid from the Budgeted Roadway Funds. This cost from the City will also cover the Construction Engineering and Inspection (CE & I) that will be performed by ALDOT.

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

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

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

3. That payment of the City's share shall come from the Budgeted Roadway Funds and the Controller is hereby authorized to make all necessary and appropriate budget and accounting entries as necessary to implement this Resolution.

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

6. That upon completion of the execution of the Agreement by all parties, a copy of such agreement shall be kept on file by the City.

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

**RE: CERTIFICATION OF DOCUMENT(S)**

I, Russell A. Jones, City Clerk of the City of Opelika, a municipal corporation, do hereby certify that the attached **RESOLUTION** \_\_\_\_ - \_\_\_\_ along with any related attachment(s) and/or agreement(s) is a true and correct copy, duly approved and adopted by the Opelika City Council at a City Council meeting on the 21st day of April, 2026, and that said Resolution and any related attachment(s) and/or agreement(s) is on file in the office of the City Clerk, Opelika, Alabama.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the \_\_\_\_ day of April, 2026.

{Seal}

---

Russell A. Jones, MMC  
City Clerk  
City of Opelika, Alabama



PRELIMINARY ENGINEERING  
AND  
CONSTRUCTION  
AGREEMENT  
FOR A  
ALABAMA TRANSPORTATION REHABILITATION  
AND IMPROVEMENT PROGRAM II  
PROJECT



BETWEEN THE STATE OF ALABAMA  
AND THE  
CITY OF OPELIKA  
Lee County

Project No. ATRP2-41-2024-384  
CPMS Ref# 100078186 & 100078572  
PE CN

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Opelika, Alabama, hereinafter referred to as the CITY.

**WHEREAS**, the STATE and the CITY desire to cooperate in the intersection improvements at US-280 and Frederick Rd., including left turn lanes on US-280 and signal modifications; Project# ATRP2-41-2024-384; CPMS Ref# 100078186 and 100078572.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the CITY as follows:

**PART TWO (2): FUNDING PROVISIONS**

A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Alabama Transportation Rehabilitation and Improvement Program II (ATRIP II) Funds shall be limited to \$2,000,000.00 for this project. Any deficiency in ATRIP II funds or overrun in project costs will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the ATRIP II funds will not exceed total project costs.

B. The estimated cost and participation by the various parties is as follows:

<u>PRELIMINARY ENGINEERING</u>	ESTIMATED COST
ATRIP II Funds (PE Review)	\$ <u>20,000.00</u>
 <u>CONSTRUCTION</u>	
ATRIP II Funds	\$ <u>1,980,000.00</u>
 <u>TOTAL (Incl. E&amp;I)</u>	\$ <u>2,000,000.00</u>

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Alabama Transportation Rehabilitation and Improvement Program funds may lapse if a project has not been authorized within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the ATRIP II Guidelines, may result in an approved allocation being returned to the STATE.

### **PART THREE (3): PROJECT SERVICES**

- A. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

The CITY will furnish all Right-of-Way for the project on CITY Right-of-Way and the STATE will furnish all Right-of-Way for the project on STATE Right-of-Way. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

An initial consultation to determine Right-of-Way requirements shall take place between the STATE and CITY prior to authorization of the Construction budget. Any Right-of-Way acquired that will be owned and maintained by the STATE will be acquired by the STATE with associated Right-of-Way acquisition costs as to not be an eligible cost to this Agreement. Any Right-of-Way acquired that will be owned and maintained by the CITY will be acquired by the CITY with associated Right-of-Way costs to not be an eligible cost as part of this Agreement.

Regarding CITY Right-of-Way, work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired by the CITY shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement. Only charges made by the STATE to review plans prepared for this project will be an eligible cost as part of this agreement

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

- D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

#### **PART FOUR (4): CONTRACT PROVISIONS**

- A. Associated Construction cost will be an eligible cost as part of this Agreement.

The project will be let to contract by the STATE. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

- B. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit.

If necessary, the CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- C. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- D. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- E. The STATE will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the STATE, its agents, servants, employees or facilities.
- F. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work on CITY Right-of-Way and maintain the project on CITY Right-of-Way in accordance with applicable State law.

#### **PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- B. The STATE will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The STATE will report the progress of the project. The STATE will also provide any information requested regarding the project under the Alabama Open Records Act.

The STATE will permit, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The STATE will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the STATE will give its full cooperation to those persons or their authorized representatives, as applicable.

The STATE will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- C. The STATE will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the STATE, for any audit performed on this project in accordance with Act No. 94-414 and Act No. 2019-2 (Rebuild Alabama Act).

#### **PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: [Signature]  
City Clerk (Signature)  
RUSSELL A. JONES  
Type Name of Clerk  
(AFFIX SEAL)

City of Opelika, Alabama

By: [Signature]  
As Mayor (Signature)  
GARY FULLER  
Type Name of Mayor



This contract has been legally reviewed and approved as to form.

By: [Signature]  
Legal Counsel for  
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

[Signature]  
Steven C. Graben, P.E. WBS  
Southeast Region Engineer

[Signature]  
Bradley B. Lindsey, P.E.  
State Local Transportation Engineer

[Signature]  
Edward N. Austin, P. E.  
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION

[Signature]  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS 12<sup>th</sup> DAY OF April, 2024.

[Signature]  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA

RESOLUTION NO. 069-24

**RESOLUTION AUTHORIZING PRELIMINARY ENGINEERING  
AND CONSTRUCTION AGREEMENT FOR ALABAMA  
TRANSPORTATION REHABILITATION PROJECT BETWEEN  
THE STATE OF ALABAMA AND THE CITY OF OPELIKA**

**WHEREAS**, the City of Opelika (the “City”) applied to the Alabama Department of Transportation (“ALDOT”) for ATRIP-II funding for roadway improvements at the intersection of U.S. Highway 280 (Gateway Drive) and Frederick Road; and

**WHEREAS**, the City’s ATRIP-II grant funding has been approved by ALDOT; and

**WHEREAS**, the State of Alabama (the “State”), acting by and through ALDOT, and the City desire to cooperate in the intersection improvements at U.S. Highway 280 (Gateway Drive) and Frederick Road, including left turn lanes on U.S. Highway 280 (Gateway Drive) and signal modifications; and

**WHEREAS**, a proposed Preliminary Engineering and Construction Agreement for Alabama Transportation Rehabilitation and Improvement Project (the “Agreement”) has been prepared by ALDOT and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement between the State, acting through ALDOT, and the City, a copy of which is attached hereto and marked as Exhibit “A”, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council.
2. That the Mayor and the City Clerk are hereby authorized to execute, attest and deliver said Agreement on behalf of the City and such other ancillary documents and certificate

as may be necessary to carry into effect the purpose and intent of said Agreement and carry out fully the transaction contemplated therein on behalf of the City.

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

4. That the City certifies that it will comply with all state of Alabama grant conditions and regulations relative to the Agreement.

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

6. That upon completion of the execution of the Agreement by all parties, a copy of such Agreement will be kept on file by the City.

**ADOPTED AND APPROVED** this the 19<sup>th</sup> day of MARCH, 2024.

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

ATTEST:

  
\_\_\_\_\_  
CITY CLERK



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US-280 at Frederick Rd Intersection Improvements - ATRIP II

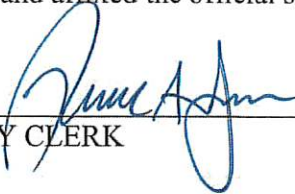
US-280 at Frederick Road  
Opelika, Alabama

CERTIFICATE

I, the undersigned qualified and acting Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 19<sup>th</sup> day of MARCH, 2024, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the 20<sup>th</sup> day of MARCH, 2024.



  
\_\_\_\_\_  
CITY CLERK

(AFFIX SEAL)

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
  
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  
  2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
  
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

9/19/16

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

## EXHIBIT H

## Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

**CITYS' CERTIFICATIONS**

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

## EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.


ALABAMA DEPARTMENT OF TRANSPORTATION  
LOCAL TRANSPORTATION BUREAU  
ROUTING SLIP

Telephone: 334-242-6206

Fax: 334-353-6550

DATE: April 4, 2024

TO: Edward N. Austin, P.E.  
Chief Engineer

FROM: Bradley B. Lindsey, P.E.   
State Local Transportation Engineer

RE: Construction & Preliminary Engineering Agreement

**ACTION TO BE TAKEN:**

Execute and Return  
 Signature/Approval

Approval & Forward for Director's Signature  
 Approval & Forward for Chief Engineer's Signature

**REMARKS:**



**Construction & Preliminary Engineering Agreement: ATRP2-41-2024-384**  
**CN – 100078572 PE - 100078186**

Cooperate in the intersection improvements at US-280 and Fredrick Rd., including left turn lanes on US-280 and signal modifications in the **City of Opelika.**

\* Please sign & return to Local Transportation (Attn: Aubrey Beasley)

\* After the Governor's signature, please return to Local Transportation (Attn: Aubrey Beasley) for Distribution.

ALDOT CONSTRUCTION CONTRACT  
REVIEW CHECKLIST

Rev 08/08/16

FEDERAL AID CONSTRUCTION AGREEMENTS

- Agreement work description consistent with transmittal sheet sent to Chief Engineer.
- Local governmental entity agrees to adjust utilities without cost to State.
- Local governmental entity agrees to adjust utilities with cost to State.
- No Federal Aid funds used for preliminary engineering.
- Federal Aid Funds may be used for construction engineering.
- Local governmental entity to comply with State construction specifications.
- Project oversight provided by State.
- Project eligible for federal funding will be funded with no more than 80% federal funds.
- Unless within the State Highway Maintenance System, local governmental entity assumes responsibility for maintenance.
- Agreement does not constitute a debt of the State as prohibited under Article 11, Section 213 of Alabama Constitution.
- Local governmental entity will indemnify and hold harmless the State, ALDOT and its officers, officials, agents, servants and employers.
- Local government entity is not agent of State.

CONSTRUCTION CONTRACTS (TO BE COMPLETED BY LEGAL)

- NA* Amount in Director's Transmittal letter same as amount bid.
- Bid amount is same as amount in contractor proposal.
- Performance bond signed and dated after contract award and before work commencement.
- Performance bond work description consistent with contract work description.
- Funds designated to contract amount equal bid amount.

  
\_\_\_\_\_  
LOCAL TRANSPORTATION

4-2-24  
Date

REVIEWED:  
  
\_\_\_\_\_  
Attorney

4/3/2024  
Date



Kay Ivey  
Governor

# ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau  
1409 Coliseum Boulevard  
Administrative Building, Room 110  
Montgomery, Alabama 36110  
Telephone: 334-353-6234 / Fax: 334-353-6550  
www.dot.state.al.us



John R. Cooper  
Transportation Director

April 9, 2026

The Honorable Eddie Smith  
Mayor, City of Opelika  
204 South 7<sup>th</sup> Street  
Opelika, Alabama 36803

RE: Project No. ATRP2-41-2024-384  
Intersection Improvements  
City of Opelika


Dear Mayor Smith,

Please see the following information regarding the Letting of the City of Opelika ATRP2-41-2024-384 project, conducted by the Office of Engineers Bureau of the Alabama Department of Transportation (ALDOT) on **Friday, March 27, 2026**. Enclosed are the project invoice and an example of a Concurrence of Award letter.

This letter is to advise the City of Opelika that ALDOT will award the contract to East Alabama Paving Company of Opelika, Alabama. If the City of Opelika agrees with this contractor, a Concurrence of Award letter is required. Please submit the letter with the payment.

Standard Specifications for ALDOT require that projects are awarded within thirty (30) calendar days after the opening of the proposals. As the City of Opelika is obligated to remit its local match and/or Concurrence Letter before the award is finalized, please forward the funds by **Wednesday, April 22, 2026**.

Sincerely,

  
Bradley B. Lindsey, P.E.  
State Local Transportation Engineer

BBL:ls

Attachment(s)

- c: Josh Kervin, P.E., Southeast Region Engineer
- Kris Kiefer, P.E., Montgomery Area Local Transportation Engineer
- Scott Parker, P.E., City of Opelika Engineer
- Joe H. Lister, Jr., P.E., State Office Engineer (Ms. Annissa Ratulowski)
- Jeff Hornsby, Director of Finance (Ms. Tamiko Jordan)
- File

**INVOICE**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**

Date: April 9, 2026

Bill To: The Honorable Eddie Smith  
Mayor, City of Opelika

Payable to: Alabama Department of Transportation

Address Remittance to: Bradley B. Lindsey, P.E.  
State Local Transportation Engineer  
Alabama Department of Transportation  
Administrative Building  
1409 Coliseum Blvd., Room 110  
Montgomery, AL 36110-2060

City of Opelika FEIN 63-6001334	
Intersection Improvements to Include Left Turn Lane Additions and Traffic Signal Modifications	
ATRP2-41-2024-384	\$2,514,575.03
Rebuild Alabama Funds	\$1,990,970.29
Sponsor Funds Due	\$ 523,604.74

See Agreement Dated: April 12, 2024

Authorized: February 10, 2026

STATE OF ALABAMA, MONTGOMERY COUNTY: Personally appeared the undersigned and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

  
Claimant's Signature

April 10, 2026

  
Notary Public

SAMPLE CONCURRENCE LETTER

Date

Bradley B. Lindsey, P. E.  
State Local Transportation Engineer  
Alabama Department of Transportation  
Administrative Building, Room 110  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110-2060

RE: Project No.: \_\_\_\_\_  
County: \_\_\_\_\_

Dear Sir:

This letter is to notify your office that the \_\_\_\_\_ County  
Commission concurs in the award of the contract to \_\_\_\_\_,  
\_\_\_\_\_ (Contractor's name and address) for the construction  
of the subject project.

Also attached is the county's check in the amount of \$ \_\_\_\_\_ for its  
participation in this project.

Sincerely,

\_\_\_\_\_  
Chairman of \_\_\_\_\_ County Commission

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

**RESOLUTION AUTHORIZING FIRST AMENDMENT TO PROJECT AGREEMENT  
BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA,  
AND MAB AMERICAN MANAGEMENT LLC**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) and MAB American Management, LLC, (the “Company”) previously entered into that certain Project Agreement made and executed effective on May 2, 2023 (hereinafter the “Project Agreement”); and

**WHEREAS**, the City and the Company have determined that Project Schedule needs to be amended with an updated Commencement Deadline of May 1, 2027, and an updated Completion Date of May 1, 2028. The City Payments would be made over a period of up to fifteen (15) years from the date the period for measuring and making City Payments is to commence under the Project Agreement; and

**WHEREAS**, the parties to the Project Agreement have determined that the interest of the City and local community would be served by adding updates to the Project Schedule as provided on “Amended Exhibit ‘B’”; and

**WHEREAS**, a proposed First Amendment to Project Agreement (the “First Amendment”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City, its economy, and its citizens to approve said Amendment.

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

1. That the proposed FIRST AMENDMENT TO THE PROJECT AGREEMENT to be entered into by and between the City of Opelika and MAB American Management LLC, a copy of which is attached hereto and marked Exhibit “A”, is hereby approved, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said First Amendment.

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

3. That any 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 First Amendment.

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

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

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

\_\_\_\_\_  
CITY CLERK

## FIRST AMENDMENT TO PROJECT AGREEMENT

**THIS FIRST AMENDMENT TO PROJECT AGREEMENT** (this “First Amendment”) is hereby made and entered into on \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the “City”), and **MAB AMERICAN MANAGEMENT, LLC**, a Delaware limited liability company (the “Developer”). The City and the Developer are herein together sometimes referred to collectively as the “Parties” and, individually, as a “Party”.

### RECITALS

**WHEREAS**, the Council of the City of Opelika has approved Resolution No. 109-23 approving execution of that certain Project Agreement dated May 2, 2023 (the “Agreement”), between the City and MAB American Management, L.L.C., to develop a project (the “Project”), which would involve the construction, development and operation of a retail shopping center on that certain real property located in the City, consisting of approximately 12.6 acres of land located at the southwest intersection of Veterans pkwy and US Hwy 280, as generally depicted on **Exhibit A**, which is attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, under Paragraph 1.g. of the Agreement, the Project Schedule may be revised by any written instrument signed by both of the Parties; and

**WHEREAS**, the City has previously determined and now affirms that the expenditure of public funds for the purposes described in the Agreement continues to serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves further as follows:

Section 1. Amendments. The Parties hereby agree that from and after the Effective Date, the following enumerated paragraphs and subparagraphs of the Agreement shall be amended as follows:

1. **Definitions.** The following capitalized terms shall have the meanings set forth below:

(d) “Payment Date” shall mean the fifteenth (15<sup>th</sup>) calendar day of every January, April, July and October, beginning after the end of the Quarterly Period (as defined below) in which the Commencement Date occurs. For demonstrative purposes only, if the Commencement Date were to occur on May 1, 2027, then (i) the Quarterly Period in which the Commencement Date occurred would end on June 30, 2027, and the first Payment Date would become due on July 15, 2027.

(g) “Project Schedule” shall mean the schedule of dates set forth in **Amended**

**Exhibit B** which is attached hereto and incorporated herein by reference. The existing Project Schedule provided on Exhibit B to the original Agreement is hereby deleted in its entirety to reflect an updated Commencement Deadline date of May 1, 2027 and an updated Completion Deadline date of May 1, 2028.

12. **Miscellaneous.**

g. Notice.

City: Office of the Mayor  
Attn: Hon. Eddie Smith

Section 2. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Agreement.

Section 3. Limitation of this First Amendment. Except as amended hereby, the unamended paragraphs of the original Agreement shall remain in full force and effect, and the said Agreement, as amended by this First Amendment, is hereby ratified and confirmed by the Parties hereto.

Section 4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall constitute but one and the same agreement. Counterparts of this First Amendment may be executed and delivered to the other party by e-mail, and e-mail copies of executed counterparts of this First Amendment shall have the same binding effect as hand-delivered, ink-signed originals.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, the City and the Developer have each caused this First Amendment to be duly executed in its name, all by officers thereof duly authorized thereunto, and have caused this First Amendment to be dated the date and year first above written.

**“CITY”**:

**CITY OF OPELIKA, ALABAMA**

ATTEST:

\_\_\_\_\_  
City Clerk

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

(SEAL)

**“DEVELOPER”**:

**MAB AMERICAN MANAGEMENT  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Argo  
Its: President



**AMENDED EXHIBIT B**

**PROJECT SCHEDULE**

1. "Commencement Deadline" shall mean May 1, 2027
2. "Completion Deadline" shall mean May 1, 2028.

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

**RESOLUTION AUTHORIZING SECOND AMENDMENT TO PROJECT  
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY  
OF OPELIKA, ALABAMA, AND BROAD METRO, LLC**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) and Broad Metro, LLC (the “Developer”) previously entered into that certain Project Development Agreement made and executed effective on August 24, 2023 (hereinafter the “Project Agreement”); and

**WHEREAS**, pursuant to Resolution No. 365-25, the City Council approved a First Amendment to the Project Agreement between the City and the Developer which remains in full force and effect; and

**WHEREAS**, the Developer has requested that the Development Incentive Commencement Date be extended be amended as follows:

“Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, shall be open for business to the public on or before March 1, 2028, as evidenced by the issuance of a building permit by the City of Opelika for Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue. The Commencement date for the 15-year term and the Developer’s right to receive Development Incentive Payments shall be one year after the Building Permit is issued. The Development Incentive Payments will be monetized into financing, exclusively used for the construction (including grading, infrastructure, site costs and professional fees) of Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, and may not be used for other purposes until Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, has opened for one business day.”

; and

**WHEREAS**, the Parties to the Project Agreement believe that the interests of the City and local community would be served by honoring the Developer’s request and the Parties are all in agreement to amend the Project Agreement as requested by the Developer.

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

1. That the proposed SECOND AMENDMENT TO THE PROJECT DEVELOPMENT AGREEMENT to be entered into by and between the City of Opelika and Broad Metro, LLC, a copy of which is attached hereto and marked Exhibit “A”, is hereby approved, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Second Amendment.

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

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

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

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

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL  
OF THE CITY OF OPELIKA

ATTEST:

\_\_\_\_\_  
CITY CLERK

**SECOND AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF OPELIKA, ALABAMA AND BROAD METRO, LLC**

**THIS SECOND AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT** (the “Amendment”) is made and entered into by and between the **CITY OF OPELIKA, ALABAMA** (the "City") and **BROAD METRO, LLC.**, a Delaware limited liability Developer (the "Developer"), as of the \_\_\_\_ day of April, 2026. The City and the Developer are each a “Party” to this Amendment and are collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, a Project Development Agreement dated August 24, 2023, was entered into by and between the Parties (the “Agreement”); and

**WHEREAS**, a First Amendment to Project Development Agreement dated December 3, 2025, was entered into by and between the Parties (the “First Amendment”); and

**WHEREAS**, the Developer has requested that the Incentive Commencement Date be extended as follows:

“Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, shall be open for business to the public on or before March 1, 2028, as evidenced by the issuance of a building permit by the City of Opelika for Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue. The Commencement date for the 15-year term and the Developer’s right to receive Development Incentive Payments shall be one year after the Building Permit is issued. The Development Incentive Payments will be monetized into financing, exclusively used for the construction (including grading, infrastructure, site costs and professional fees) of Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, and may not be used for other purposes until Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, has opened for one business day.”

; and

**WHEREAS**, the Parties to the Project Agreement believe that the interests of the City and local community would be served by honoring the Developer’s request and the Parties are all in agreement to amend the Project Agreement again as requested by the Developer.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the premises set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to again amend the Project Development Agreement as follows:

1. Subsection 2.12 of the Project Development Agreement is hereby deleted in its entirety, and the following new Subsection 2.12 is hereby substituted in lieu thereof:

**2.12 “Incentive Commencement Date”** means Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, shall be open for business to the public on or before March 1, 2028, as evidenced by the issuance of a building permit by the City of Opelika for Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue. The Commencement date for the 15-year term and the Developer’s right to receive Development Incentive Payments shall be one year after the Building Permit is issued. The Development Incentive Payments will be monetized into financing, exclusively used for the construction (including grading, infrastructure, site costs and professional fees) of Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, and may not be used for other purposes until Chasing Aces, or other Reasonably Accepted and Lawful Entertainment Venue, has opened for one business day

2. **Full Force and Effect.** Except as specifically modified by this Second Amendment, all terms and conditions of the original Project Development Agreement, including any previous Amendment shall otherwise remain unchanged and in full force and effect in accordance with their original terms.

3. **General Provisions.**

(a) **Governing Law.** This Amendment and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the substantive law of the State of Alabama.

(b) **Entire Agreement.** The Project Development Agreement as amended by this Second Amendment constitutes the entire agreement and the understanding between the Parties with respect to the subject matter hereof and supersedes all other previous and contemporaneous negotiations and agreements between the Parties. The Recitals are an integral part of this Amendment.

(c) **Counterpart Execution.** This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of the Agreement or the terms thereof to produce or account for more than one of such counterparts.

(d) **Modification.** This Second Amendment may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing, duly executed by all of the parties.

**WHEREFORE**, the Parties hereto, intending to be legally bound by the provisions herein set forth, have caused this Second Amendment to be signed and delivered by their duly authorized representatives.

**[SIGNATURE PAGES FOLLOW]**

**CITY OF OPELIKA, ALABAMA**

{SEAL}

By: \_\_\_\_\_  
Eddie Smith  
Its Mayor

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

**ATTEST:**

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

**BROAD METRO, LLC**

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

Its

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

**RESOLUTION APPROVING AMENDED CONTRACT FOR SERVICES  
TO THE ARTS ASSOCIATION OF EAST ALABAMA**

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

1. That the proposed AMENDED CONTRACT FOR SERVICES to be entered into between the City of Opelika and The Arts Association of East Alabama, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2. That Eddie Smith, Mayor of the City of Opelika, is hereby authorized and empowered to execute the foregoing Amended Agreement in the name and on behalf of the City of Opelika, and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall have one copy delivered to The Arts Association of East Alabama and retain one copy.

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

STATE OF ALABAMA )  
 )  
 )  
COUNTY OF LEE )

**AMENDED  
CONTRACT FOR SERVICES**

**THIS AMENDED CONTRACT FOR SERVICES** (the “Amended Agreement”) is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the “CITY”, and The Arts Association of East Alabama, a 501(c)(3) corporation, hereinafter referred to as “TAAEA”, on this the \_\_\_ day of April, 2026.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1<sup>st</sup> day of October, 2025 and ending the 30<sup>th</sup> day of September, 2026.
2. During the term of this contract, TAAEA agrees to provide the following services:
  - **The Performance Series** – World-class national and international music, theatre, and dance productions, symphony orchestras, and acclaimed solo and ensemble performers.
  - **The Adventure Series** – Community outreach events and onstage collaborations with visiting artists.
  - **East Alabama Civic Chorale** – 70-voice group of singing enthusiasts who enjoy learning and sharing fine music through weekly rehearsals at Southside Center for the Arts, and in performance venues across East Alabama.
  - **East Alabama Community Band** – 70-member ensemble of instrumentalists who come from all walks of life and band experiences, rehearsing weekly, and playing eagerly anticipated concerts in a variety of venues across East Alabama.
  - **Visual Voice Events** – Rotating visual arts exhibits showcasing the work of local, regional, and national artists.
  - **Study in the Arts Enhancement Scholarships** – Financial assistance for students, grades 9-12, for participation in local, regional, and national music, theatre, dance, and visual arts enhancement programs.
  - **Kennedy Center Partners in Education, in partnership with Opelika City Schools** – Participatory teaching-artists workshops for classroom teachers to integrate the arts in teaching across the curriculum; performing arts field trips for students; and artist-led classroom and school assembly activities.
3. As compensation for the services rendered hereunder, the City agrees to pay TAAEA for the term of this agreement the sum of \$25,000.00, payable in lump

sum upon approval and execution of this contract. A supplemental appropriation of \$75,000.00, payable in lump sum upon approval and execution of this Amended Agreement.

4. TAAEA shall maintain records as to all costs and expenses incurred in performing the services listed above. TAAEA shall provide the City, upon written request by the City to TAAEA, with a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures incurred by TAAEA in performing such services. TAAEA shall furnish to the City copies of invoices relating to such expenditures. TAAEA will also retain all records related to Program Funding until October 1, 2027.
5. The City may perform an audit of the records of TAAEA at any time during the term of this agreement and even if the agreement has expired. Audits will be performed at a time mutually agreeable to TAAEA and the City. While conducting an audit of TAAEA's performance under this agreement, the City must use generally accepted auditing standards. If an audit shows any portion of the funds disbursed were not spent in accordance with the conditions of and in strict compliance with this agreement, TAAEA will be liable for reimbursement to the City of all funds not spent in accordance with the agreement, within fourteen (14) days after the City has notified TAAEA of such non-compliance.
6. All programs shall be open to qualifying participants regardless of race, national origin, gender, or religious affiliation.
7. TAAEA agrees to comply with all local, state, and federal laws while performing under the terms of this Amended Agreement.
8. TAAEA agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
9. TAAEA in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by TAAEA are performed, but on the contrary, TAAEA shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
10. TAAEA agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this Amended Agreement.

11. TAAEA shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
12. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
13. Subject to the provisions regarding assignment, this Amended Agreement shall be binding on the successors and assigns of the respective parties.
14. The validity of this Amended Agreement and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

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

CITY OF OPELIKA, ALABAMA  
A municipal corporation

BY: \_\_\_\_\_  
Eddie Smith  
Mayor

ATTEST:

\_\_\_\_\_  
Russell A. Jones, MMC  
City Clerk

The Arts Association of East Alabama

BY: \_\_\_\_\_  
Director of Programs

ATTEST:

\_\_\_\_\_  
Witness

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

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO OPELIKA  
INDUSTRIAL DEVELOPMENT AUTHORITY FOR A FREESTANDING  
MEDICAL CLINIC AT THE WORKFORCE SUPPORT CAMPUS**

**WHEREAS**, the Opelika Industrial Development Authority (the “Authority”) and the Economic Development Department has proposed to construct and operate an Opelika Workforce Support Campus in three phases; and

**WHEREAS**, the first phase of the campus will be to construct a dedicated medical clinic (the “Facility”) for Opelika Industries to be located in the Northeast Industrial Park on Faith Way Drive; and

**WHEREAS**, the Facility is expected to be approximately 4,368 square feet and will be developed and maintained through a partnership by and between the City of Opelika (the “City”) and OIDA, and clinical operations will be managed by Symbol Health Solutions, L.L.C. (“Symbol”); and

**WHEREAS**, the City has agreed to appropriate the sum of \$750,000 to OIDA as part of a 50/50 match for the development of a freestanding medical clinic; and

**WHEREAS**, the funds for the appropriation will be paid from the Unassigned Fund Balance.

**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 \$750,000 to the Opelika Industrial Development Authority for the purpose of constructing a freestanding medical clinic in the Northeast Opelika Industrial Park.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by offering a streamlined healthcare system to City employees and local businesses within the Northeast Opelika Industrial Park.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of \$750,000 from Unassigned Fund Balance to cover said appropriation.

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 to process the necessary paperwork so that a check in the amount of \$750,000 payable to the Opelika Industrial Development Authority can be prepared and delivered.

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

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

**AN ORDINANCE TO AMEND ARTICLE V ENTITLED “PRE-TRIAL  
DIVERSION” OF CHAPTER 17 OF THE CODE OF ORDINANCES  
OF THE CITY OF OPELIKA, ALABAMA**

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

**Section 1. Amendment.** That Article V entitled “Pre-Trial Diversion” of Chapter 17 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to read as follows:

**ARTICLE V. PRE-TRIAL DIVERSION.**

**Sec. 17-101 Establish a Pre-Trial Diversion Program**

Pursuant to §12-14-90 Code of Alabama, 1975, a pre-trial diversion (“PTD”) program is hereby established in the municipal court of the city. The pre-trial diversion program shall be under the direct supervision and control of the presiding municipal court judge in accordance with the provisions of state law. Participation in the PTD program by the offender shall be voluntary. Upon receipt of an application and recommendation of the municipal prosecutor, the judge shall determine whether to grant the individual admittance into the program. Upon admittance, the offender shall be required to enter a plea of guilty and sentenced pronounced at which time the case shall be placed in an administrative docket until such time as the offender has completed all requirements of the PTD program. Execution of any sentence shall be deferred until such time as the offender completes the PTD program or is terminated from the program. In the event the offender does not satisfactorily complete the program and all terms thereof, the court shall impose sentence in the same manner as with any guilty plea. Upon successful completion of the program and all terms thereof, the court shall dismiss the case pursuant to the rules established by the municipal court.

**Sec. 17-102 Fees**

- (a) The offender shall be assessed a non-refundable application fee in the amount of one-hundred and fifty dollars (\$150.00) when the offender makes application for admittance to the PTD program.
- (b) An offender shall be assessed a non-refundable administration fee when the offender is admitted to the PTD program. The amount of the assessment for participation in the PTD program shall be in addition to the application fee, any court costs, assessments for the crime victims' compensation fund, department of forensic science assessment, drug, alcohol or anger management treatment and counseling required by law or ordered by the court and any costs of supervision, treatment and restitution for which the offender may be responsible. An applicant may not be denied admission to the PTD program based solely on his or her inability to pay. Pre-trial diversion fees as established in this section may be waived or reduced for just cause including indigency of the applicant, at the discretion of the court. The following administration fees shall be assessed to offenders accepted into the PTD program:

(1) Driving Under the Influence/Reckless Driving	\$800.00
(2) Traffic Offenses Except DUI	\$375.00
(3) Misdemeanor Offenses	\$375.00
(4) Violations	\$200.00

- (c) The offender shall pay the Municipal Court a monthly fee of thirty-five dollars (\$35.00) for supervision of the case. Supervision fees may be waived or reduced for just cause, including indigency of the offender, at the discretion of the Court.

**Sec. 17-103 Rules, Regulations and Policies**

The presiding municipal court judge, acting in consultation with the municipal prosecutor, shall have the power to establish all rules and terms necessary for the implementation and administration of the PTC program which are not inconsistent with state laws and city ordinances. The presiding judge, with approval of the municipal governing body and the municipal prosecutor or city attorney, may contract with any agency, person or business entity for any service necessary to accomplish the purpose of this article. The permanent rules, regulations, policies, procedures, and guidelines adopted pursuant to this article shall be available for public inspection at all reasonable times at the office of the municipal court clerk.

**Sec. 17-104 Liability**

(a) Absent wantonness, gross negligence, or intentional misconduct, the municipality, and its officers, judges, prosecutors, attorneys and its employees shall have no liability, criminal or civil, for the conduct of any offender while participating in the PTD Program established under this article or any service provider or its agents that are contracted to or who have agreed to provide services to the PTD Program.

(b) The municipality and its officers, judges, prosecutors, attorneys and its employees shall have no liability, criminal or civil, for any injury to or harm to the offender while the offender is a participant in the PTD. Persons accepted into the program may be required to execute waivers of rights, waivers of liability and acknowledgement of limited appellate process as a prerequisite for admittance into the PTD program.

**Section 2. Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with provisions of this Ordinance or Article are hereby repealed.

**Section 3. Severability.** If any section, clause or any portion of this ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, said section shall not affect any other section, clause or portion of this Ordinance which is not in and of itself invalid or unconstitutional.

**Section 4. Construction.** If any section, paragraph, section or word of this ordinance or the article hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this ordinance and the article hereby adopted independent of the elimination of such portion that may be declared invalid.

**Section 5. Effective Date.** This ordinance and the article hereby adopted shall take effect immediately upon its adoption and publication as allowed by law.

**Section 6. Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

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

**ORDINANCE TO AMEND THE DEVELOPMENT PLAN  
FOR CEDAR CREEK PUD**

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

**Section 1. FINDINGS.** The City Council has determined and hereby finds and declares that the following facts are true and correct:

- (a) Cedar Creek of East Alabama, LLC, heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Cedar Creek PUD” consisting of approximately 42 acres.
- (b) Pursuant to Ordinance No. 126-04, the City Council approved said Development Plan for Cedar Creek PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 42 acres located north of Hillflo Avenue and West of U.S. Highway 431 (Lafayette Parkway).
- (c) Moore’s Construction, LLC, by and through its authorized representative, Mike Maher, the owner of certain property located at the intersection of Oak Park Drive and Cedar Creek Drive, has heretofore submitted to the City a proposed amended Development Plan for Cedar Creek PUD.
- (d) The current Development Plan for Cedar Creek PUD provided for seventy-two (72) single-family residential lots, one (1) recreational lot and one (1) seven acre parcel to be developed for mixed residential and commercial use. The development would also include a swimming pool, playground, clubhouse, bike paths, walking trails and green spaces.
- (e) The proposed amended Development Plan changes the use from an amenity lot (clubhouse and swimming pool) to five single-family lots (lot sizes 29,248 square feet to 36,948 square feet).
- (f) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.
- (g) The Planning Commission recommended approval of the amended Development Plan for Cedar Creek PUD.
- (j) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

**Section 2. Approval of Amended Development Plan.** The amended Development Plan for Cedar Creek PUD as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

**Section 3. Retention of Copies of the Amended Development Plan.** Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

**Section 4. Repealer.** That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

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

**Section 6. Publication.** This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**City of Opelika**  
Planning Commission Report

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**Meeting Date:** March 24, 2026

**Action Requested:** Moore’s Ridge (formerly Cedar Creek Phase 1-B) Master Plan Amendment – Major Amendment - Amend land use designation from Open Space/Amenity to Residential

**Agenda Item #:** B-8

**Location of Property:** Northwest corner of Cedar Creek Drive and Oak Park Drive

**Property Owner(s):** Tim Moore, property owner

**Current Land Use:** Unfinished amenity building and pool

**Current Zoning:** PUD

**Staff Comments**

The original Cedar Creek Master Plan approved in 2004 was approved in multiple phases. While an overall master plan was shown, the phases of this development were brought in separately as they were platted. Phase 1-A included the large lots along Hillflo Avenue which are not part of the PUD. These lots are zoned R-1. Phase 1-B included 72 residential lots, a future development lot, and an amenity lot reserved for recreation, club house, pool, and playground. Both of these phases were approved and constructed in 2004-2005. This lot was designated as Lot 55. The lot has been modified a few times and is now Lot 55C.

Lot 55C was intended to be the primary amenity lot for this half of the Cedar Creek development. The homes in Phase 1-B have been built over a 15 year period. The earliest homes were constructed in 2005-2008. Due to changes in the economy, home construction did not start again until 2012-2016. Some of the final homes were constructed in 2020-2022. Because of the changes in developers, the amenity lot was never finished. In 2009, the original applicant came to the Planning Commission to change the clubhouse proposed on Lot 55 to more of a pavilion. The pavilion and pool began construction shortly after this. However, the amenities were never finished. Eventually, the pool was filled in to prevent it from becoming a nuisance. Since this time, nature has taken over the area again. The back half of the lot contains stream and is protected through a watershed buffer that prohibits development on that portion.

In early 2026, Tim Moore, Moore Construction, a local home builder and resident of Phase 1A, has purchased 85 acres that would connect the two ends of Cedar Creek. Mr. Moore is requesting to plat the previously approved section of Cedar Creek 5-A (now called Moores Ridge Phase 1) which includes 12 lots adjacent to Lot 55. This would include constructing a portion of road way and finishing other partially installed utilities. This section was approved as part of a PUD. He has also purchased the four (4) acres that is Lot 55 which was part of Phase 1-B. He was not part of any

previous development group in that phase. Mr. Moore is requesting to build five (5) homes on Lot 55 instead of constructing the amenity.

Generally, we would not recommend removing platted open space. However, this open space and amenity area has been a negative feature to the neighborhood due to its unfinished state and disrepair. Mr. Moore was not responsible for the phase of the development when this was constructed or platted. Adding lots comparable lots would remove the negative stigma of the unfinished amenity. If the amendment is not granted, it is unlikely that the applicant would build an amenity for a phase of the development he was not responsible for. The site would likely stay in the current state.

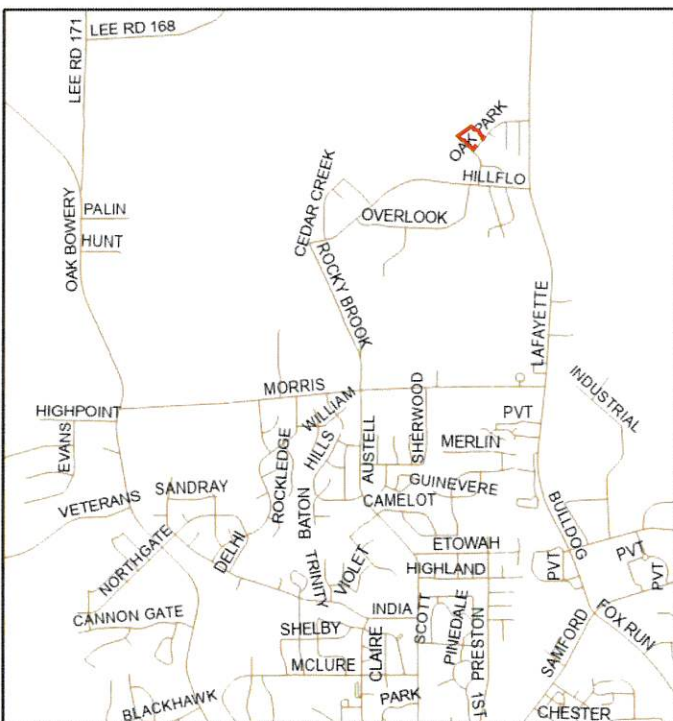
Due to the long history of this development and the fact that the amenity has not been constructed in 17 years, staff feels that amending the master plan to allow lots at this location would not be harmful to the surrounding residents and would provide a fresh start to the next phase of development.

**Staff Recommendation**

**Staff recommends the Planning Commission make a positive recommendation to the City Council approve this amendment to the Cedar Creek (Moore’s Ridge) Master Plan and allow five lots on this property.**

The Opelika Planning Commission made a positive recommendation to the City Council to amend the Planned Unit Development and Master Plan to convert the open space and amenity site on Lot 55-C into five (5) single family residential lots. The recommendation was unanimous.

**CEDAR CREEK PUD MASTER PLAN AMENDMENT AND MOORE'S RIDGE SD  
OAK PARK DRIVE & CEDAR CREEK DRIVE  
MAJOR MASTER PLAN AMENDMENT AND PRELIMINARY PLAT, B8 & B9**



The applicant is requesting master plan revisions from an amenity lot with pool and clubhouse to five single family home lots. The plat is in the Cedar Creek PUD zoning district. The lots range from 29,248 sf to 35,901 sf.



Subject Property

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



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

**BE IT ORDAINED** by the City Council (the “City Council”) of the City of Opelika,

Alabama (the “City”) as follows:

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

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

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

Less and Except:

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

TRANSMITTED TO MAYOR on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

# City of Opelika Planning Commission Report

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

**Location of Property:** 1502 Spring Drive

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

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

**Proposed Zoning:** C-3 (general commercial)

**Existing Land Use:** Commercial warehouse

**Surrounding Zoning Districts  
And Land Uses:**

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

**Rezoning**

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

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

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

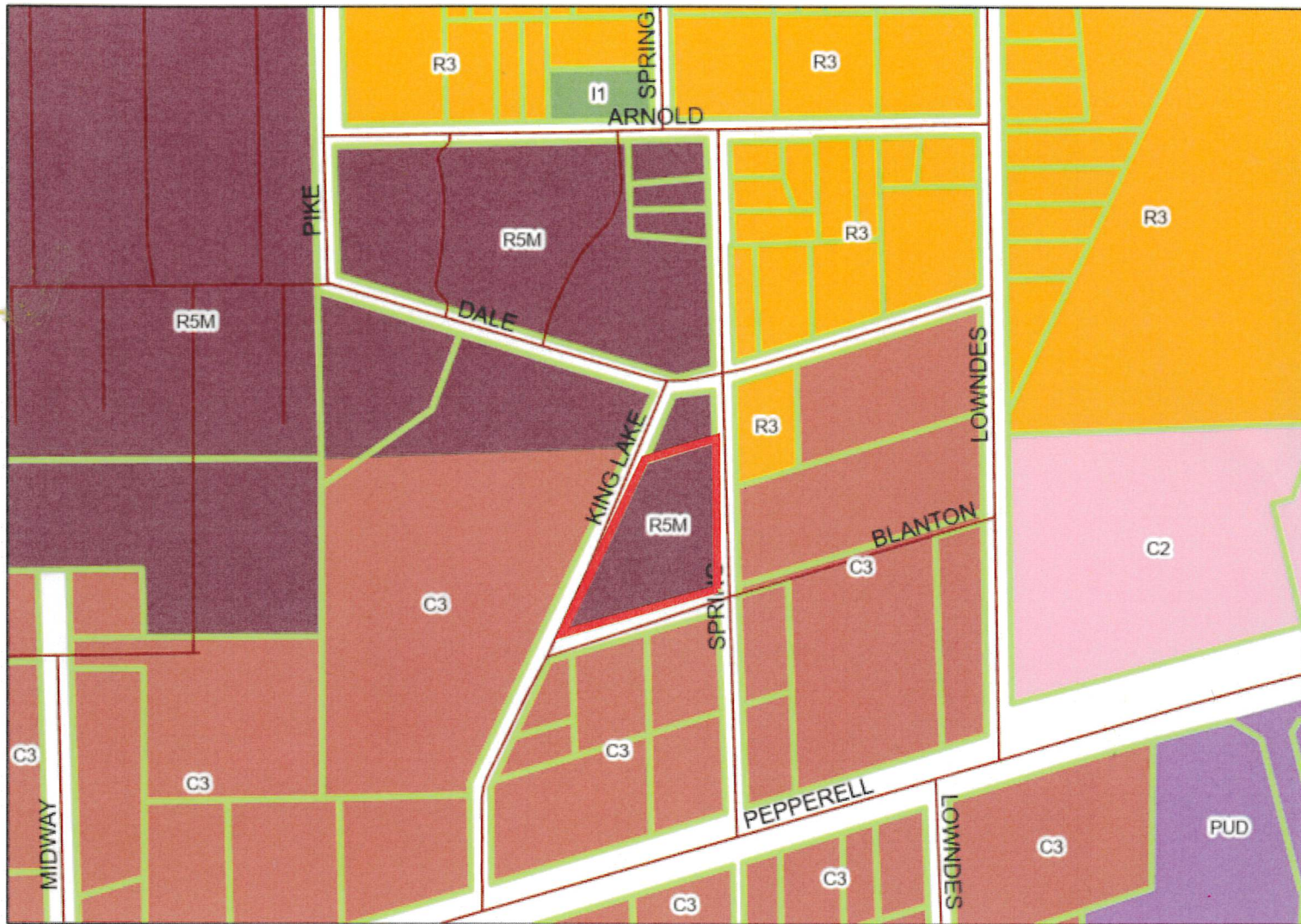
The rezoning applicant and property owner of the rezoning property is owner of Eagle Electric, an electrical contractor servicing businesses and homes. His company bought the rezoning property about 15 years ago that included a 7,400-sf metal warehouse building. The warehouse building is used for storage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

### **Staff Recommendation**

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

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

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



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



Subject Property

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