



CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
September 15, 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. Tim Kurtaneck from Christ our Redeemer Seminary.
4. PLEDGE OF ALLEGIANCE
 1. Alayia Edwards and Emmet Haddock from Southview Primary School.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 09-15-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 09-01-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for August 2026.
 2. August 2026 Monthly Building Summary Report.
 3. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
 1. Public Hearing - Weed Abatement Assessment - 509 1st Avenue.
 2. Public Hearing - Weed Abatement Assessment - 208 Cedar Creek.
 3. Public Hearing - Weed Abatement Assessment - 1520 Clanton Street.
 4. Public Hearing - Weed Abatement Assessment - 1408 Magnolia Street.

5. Public Hearing - Amend the Text of the Zoning Ordinance: Regulation of Package Stores in Opelika.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA
 1. **General Business:** Request Alcohol License - King 426 Inc DBA King Mart, Retail Wine and Beer Off Premise.
 2. **General Business:** Request Downtown Street Closure - 6th Annual Glow for Epilepsy Event on 11-01-26.
 3. **General Business:** Request Temporary Street Closure - Foundry UMC Movie Night on 11-04-26.
 4. **General Business:** Request Downtown Street Closure - Christmas Parade, Snopelika, and Tree Lighting on 12-04-26.
 5. **Bid:** Right-of-Way Vegetation Management - OPS.
 6. **Resolution:** Purchase / Emergency Repair - Eastside Water Waste Treatment Plant - PW.
 7. **Resolution:** Approve Annual Excess Loss Insurance Contract with Wellpoint - HR.
 8. **Resolution:** Approve Annual General Liability Insurance Agreement with Marsh & McLennan Agency - HR.
 9. **Resolution:** Approve Employee Clinic Services Agreement with Symbol Health Solutions - HR.
 10. **Resolution:** Approve New Job Description for the Library Programming and Outreach Coordinator - HR.
 11. **Resolution:** Approve Reclassifying the Pay Grade for the Classification of Director of OPS - HR.
 12. **Resolution:** Approve Updated Pay Plans for City of Opelika Employees - HR.
 13. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
 14. **Resolution:** Expense Reports from Various Departments.
 15. **Resolution:** Annual Appropriation Contract FY2026 with Employer's Child Care Alliance.
 16. **Resolution:** Special Appropriation for National Night Out Event on 10-06-26.
 17. **Resolution:** Special Appropriation for Annual Health Fair at the Sportsplex on 10-13-26.
 18. **Resolution:** Transfer Current Year City Council Discretionary Fund Balances.
 19. **Appointment:** Appoint Mark Ennis to the Board of Adjustments & Appeals (New Construction). New Term expires 10-01-2030.
 20. **Appointment:** Reappoint Raymond Williams to the Board of Adjustments & Appeals (New Construction). New Term expires 10-01-2030.
 21. **Appointment:** Reappoint Kenneth Burton to the Lee County Youth Development Center Board. New Term expires 10-01-2030.

12. GENERAL BUSINESS
13. AWARDING OF BIDS
14. RESOLUTIONS
 1. Approve ROW Encroachment Agreement with EAHCA for Medical Arts Parking on 1st Avenue - PLAN.
 2. Weed Abatement Assessment - 509 1st Avenue.
 3. Weed Abatement Assessment - 208 Cedar Creek.
 4. Weed Abatement Assessment - 1520 Clanton Street.
 5. Weed Abatement Assessment - 1408 Magnolia Street.
15. ORDINANCES
 1. Amend the Text of the Zoning Ordinance: Regulation of Hemp Stores in Opelika - 2nd Reading.
 2. Approve Leasing a Portion of 1103 Glenn St. to Lee-Russell Council of Governments for Senior Center - 1st Reading.
 3. Amend the Personnel Policies & Procedures Manual: Sexual Abuse Prevention Policy - 1st Reading.
 4. Amend the Text of the Zoning Ordinance: Regulation of Package Stores in Opelika - 1st Reading.
 5. Amend Chapter 14 of the City Code of Ordinances: Licensing and Taxation of Commercial, Residential and Short-Term Rentals / Commercial Self-Service Storage Rentals - 1st Reading.
16. APPOINTMENTS
17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)
18. ADJOURN
 1. Character Trait of the Month - Dedication: a self-sacrificing devotion and loyalty.
 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.

September 1, 2026

TIME: 6:00 PM

1. A CALL TO ORDER

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

2. ROLL CALL

The Mayor and all City Council members were present.

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

3. INVOCATION

Mr. Kurtaneck provided the invocation.

1. Tim Kurtaneck from Christ our Redeemer Seminary.

4. PLEDGE OF ALLEGIANCE

Banks led the Pledge of Allegiance.

1. Banks Grantham and Eliza Tapley from Southview Primary School.

5. ADOPTION OF THE AGENDA

MOTION TO ADOPT THE AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

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

NAYS: None

ABSTAIN: None

1. Motion to Adopt the CM Agenda for 09-01-26.

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

President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Beams made a motion to approve. Ms. Holmes 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.

1. Minutes from the 08-18-26 council meeting.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. Mayor's Nominations for Historic Preservation Commission Appointments.
Mayor Smith presented his nominations for reappointment listed on the consent agenda.

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

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

1. Public Hearing - Revocation of Business License at 501 Geneva Street, STE 3 & 4.

Mr. Jones presented the public hearing. President Allen opened the public hearing by stating that this was a "due process" public hearing and only a representative of the city and of the licensee would be allowed to present their evidence as to why the license should or should not be revoked.

Captain Martin Paulson, Opelika Police Department, presented evidence and spoke in favor of the council revoking the business license.

Bradley Haddon, owner of the business, did not speak in favor or against the possible revocation, but asked if they could forfeit the license instead of having it revoked.

After Mr. Rauch asked a question about who was allowed to speak during the due process public hearing, Ms. Holmes asked Mr. Haddon about his intentions in forfeiting the license, and Ms. Whatley asked about whether they would still be voting on the matter, President Allen closed the due process public hearing.

After closing the due process public hearing, President Allen opened the floor for discussion about the possible revocation of the business license. Mr. Beams stated that, in his opinion, it would set a bad precedent to not approve the revocation of the business license based on the evidence presented by the Opelika Police Department, and approval would also give the City Council governance over any future requests for business license(s) by the owner(s).

2. Public Hearing - Weed Abatement Assessment - 403 W. E. Morton Avenue.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed

abatement. No one came forward to speak. President Allen closed the public hearing.

3. Public Hearing - Weed Abatement Assessment - 510 India Road.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
4. Public Hearing - Amend the Text of the Zoning Ordinance: Regulation of Hemp Stores in Opelika.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said text amendment. No one came forward to speak. President Allen closed the public hearing.

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

11. CONSENT AGENDA

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

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

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

1. **General Business:** Request Downtown Street Closure - Concert at the Railyard on 10-02-26.

APPROVED BY UNANIMOUS CONSENT

2. **General Business:** Request Downtown Street Closure - National Night Out Event on 10-06-26.

APPROVED BY UNANIMOUS CONSENT

3. **General Business:** Request Downtown Street Closure - First Baptist Church Opelika Fall Festival on 10-25-26.

APPROVED BY UNANIMOUS CONSENT

4. **General Business:** Request Downtown Parade - Freedom Fest Veterans Parade on 11-14-26.

APPROVED BY UNANIMOUS CONSENT

5. **Bid:** Sharp Street Extension - ENG.

RESOLUTION NO. 178-26

APPROVED BY UNANIMOUS CONSENT

6. **Resolution:** Accept Public Infrastructure and Utilities of The Villages at Opelika Subdivision - ENG.

RESOLUTION NO. 179-26

APPROVED BY UNANIMOUS CONSENT

7. **Resolution:** Approve City Budget for FY 2027.

RESOLUTION NO. 180-26

APPROVED BY UNANIMOUS CONSENT

8. **Resolution:** Approve Grant Application to Alabama Power Foundation - CR.

RESOLUTION NO. 181-26

APPROVED BY UNANIMOUS CONSENT

9. **Resolution:** Approve Request from Auburn University for Stormwater Research Facility in Police Jurisdiction.

RESOLUTION NO. 182-26

APPROVED BY UNANIMOUS CONSENT

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

RESOLUTION NO. 183-26

APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Special Appropriation to Created With Purpose.

RESOLUTION NO. 184-26

APPROVED BY UNANIMOUS CONSENT

12. **Appointment:** Reappoint Linda Lanz to the Historic Preservation Commission. New Term expires 08-19-2029.

APPROVED BY UNANIMOUS CONSENT

13. **Appointment:** Reappoint Rush Denson to the Historic Preservation Commission. New Term expires 08-19-2029.

APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve Revocation of Business License at 510 Geneva Street, STE 3 & 4 - REV.

RESOLUTION NO. 185-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 3 Leigh Whatley

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

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

2. Weed Abatement Assessment - 403 W. E. Morton Avenue.

RESOLUTION NO. 186-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

SECONDER: Councilwoman Ward 3 Leigh Whatley

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

NAYS: None

ABSTAIN: None

3. Weed Abatement Assessment - 510 India Road.

RESOLUTION NO. 187-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

15. **ORDINANCES**

President Allen asked Mr. Treese to present the ordinances.

1. Amend the Text of the Zoning Ordinance: Regulation of Hemp Stores in Opelika - 1st Reading.

FIRST READING: INTRODUCED

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

16. **APPOINTMENTS**

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

Justin Foster of 728 McDonald Drive spoke first. Mr. Foster addressed his concerns about construction times, dust, and blasting taking place extremely close to his residence and asked for the city's help in contacting the company responsible to at the very least notify the current residents of their blasting schedule.

Mattie Clark of 706 Orchard Avenue spoke next. Ms. Clark asked for an update

on possibly getting a walking track at Covington Recreation Center, and then asked for the city to check on cutting the grass at the trailer park on Randolph Street.

Bill Cantrell of 709 McDonald Drive spoke next. Mr. Cantrell also addressed concerns about the construction times, dust, and blasting taking place extremely close to his residence and also asked for the city's help mitigating these concerns.

Robert Smith of 465 Windsor Drive spoke next. Mr. Smith first addressed his concerns about the city not enforcing accessible parking for persons with disabilities. Mr. Smith then spoke about a certain Mr. Perez who had cut down trees, behind his residence, that were approved as part of a plat containing them as a landscape buffer. Mr. Smith presented evidence to the city council about this encroachment on the landscape buffer, without proper water runoff mitigation, and asked for the city's help with enforcement.

Gina Cantrell of 709 McDonald Drive spoke last. Mrs. Cantrell also addressed her concerns about the construction times, dust, and blasting taking place extremely close to her residence and asked for the city's help mitigating these concerns.

18. ADJOURN

The City Council meeting minutes of September 1, 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 - Dedication: a self-sacrificing devotion and loyalty. President Allen read the character trait of the month and asked for a motion to adjourn.
- 2. Motion to Adjourn.

MOTION TO ADJOURN: UNANIMOUS

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

The council meeting ended at 06:51 pm.



BUILDING INSPECTIONS

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

Monthly Permits for August 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	4	5
Plumbing Upgrades	1	1
Electrical Upgrades	2	4
Mechanical Upgrades	3	10
Reroofs And Roof Repairs	3	19
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	9

Monthly Totals for August

2015	\$	11,528,904.00
2016	\$	7,067,486.00
2017	\$	11,413,886.00
2018	\$	25,478,441.90
2019	\$	7,264,487.59
2020	\$	19,733,017.00
2021	\$	15,230,418.54
2022	\$	39,177,901.95
2023	\$	17,080,161.69
2024	\$	20,307,585.39
2025	\$	11,897,787.04
2026	\$	21,362,802.15

Total Permits Issued

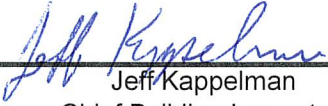
8	New Buildings: Commercial	\$	2,454,055.00
10	Commercial Renovations And Repairs	\$	422,739.24
1	Signs	\$	14,900.00
49	New Single Family Homes	\$	12,910,513.00
38	Residential Repairs And Renovations	\$	1,398,212.91
252	New Apartment Units	\$	4,162,382.00
0	New Duplex Residences	\$	-

358

Total Permits for August 2026

\$ 21,362,802.15

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector

August 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	35	107
Plumbing Upgrades	10	30
Electrical Upgrades	21	103
Mechanical Upgrades	20	95
Reroofs And Roof Repairs	13	149
Mobile Home Services	0	25
Building Additions/Accessory Structures	7	65

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	\$	319,894,393.05

Total Permits Issued:

33	New Buildings: Commercial	\$	68,115,655.66
82	Commercial Renovations And Repairs	\$	31,341,057.79
31	Signs	\$	381,832.13
758	New Single Family Homes	\$	177,042,613.35
354	Residential Repairs And Renovations	\$	10,629,105.12
467	New Apartment Units	\$	32,224,129.00
4	New Duplex Residences	\$	160,000.00

1,729

Permit Total Issued for FY 2026

\$ 319,894,393.05



Jeff Kappelman
Chief Building Inspector



To:
LORETTA WANAT
11090 WOODRUFF ROAD
FAIRBURN, GA 30213

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
509 1st Avenue, Parcel 43-10-03-07-1-002-128.000**

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 509 1st Avenue, Parcel No. 128.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above-described property is \$1344.32

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 6:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the 15th day of September 2026.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of September, 2026.

Josh Hughes
Code Compliance Officer

Cc: Joey Motley – City Administrator
Courtney Ross – Purchasing-Revenue Manager
Robbie Treese – City Attorney



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/2/2026

LORETTA WANAT
11090 WOODRUFF ROAD
FAIRBURN, GA 30213

Parcel # 43-10-03-07-1-002-128.000

On 5/21/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/25/2025 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 1322.90
Certified Mail:	\$ 10.44 + \$10.98 = \$21.42
Regular Mail:	\$ 0
Total:	\$ 1344.32

To: ZAKJEVSKII VIATCHESLAV V & DOLGOUNITCHEVA
208 CEDAR CREEK DRIVE
OPELIKA, AL 36801

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
208 Cedar Creek Drive, Parcel 43-03-09-30-0-000-122.000**

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 208 Cedar Creek Drive, Parcel No.43-03-09-30-0-000-122.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above-described property is \$1403.86

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 6:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the 15th day of September 2026.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of September, 2026.

Josh Hughes
Code Compliance Officer

Cc: Joey Motley – City Administrator
Courtney Ross – Purchasing-Revenue Manager
Robbie Treese – City Attorney



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/2/2026

To: ZAKJEVSKII VIATCHESLAV V & DOLGOUNITCHEVA
208 CEDAR CREEK DRIVE
OPELIKA, AL 36801

Parcel # 03-09-30-0-000-122.000

On 7/22/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/26/2025 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 1381.90
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 1403.86

To Secretary Of Veterans Affairs
3401 West End AVE 760W
Nashville, TN 37203

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1520 Clanton St , Parcel 43-10-04-18-4-000-040.000**

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1520 Clanton St, Parcel No. 040.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above-described property is \$286.96

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 6:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the September 15,2026.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 1st day of September, 2026.

Cordero Nunn
Code Compliance Officer

Cc: Joey Motley – City Administrator
Courtney Ross – Purchasing-Revenue Manager
Robbie Treese – City Attorney



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/1/2026

To: Secretary Of Veterans Affairs
3401 West End AVE 760W
Nashville, TN 37203

Parcel # 43-10-04-18-4-000-040.000

On 7/16/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/31/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 265.00
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 286.96

To Thomas E Willie M P Pollard
PO Box 2643
Opelika, AL 36803

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1408 Magnolia St , Parcel 43-10-04-18-1-002-079.000**

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1408 Magnolia St, Parcel No. 079.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above-described property is \$355.96

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 6:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the September 15,2026.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 3rd day of September, 2026.

Cordero Nunn
Code Compliance Officer

Cc: Joey Motley – City Administrator
Courtney Ross – Purchasing-Revenue Manager
Robbie Treese – City Attorney



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/1/2026

To: Thomas E Willie M P Pollard
PO Box 2643
Opelika, AL 36803

Parcel # 43-10-04-18-1-002-079.000

On 7/9/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/31/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 334.00
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 355.96

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, September 15, 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 TEXT OF THE ZONING ORDINANCE 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. Amendment. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respect:

(a) That Section 2.2 DEFINITIONS is further amended to add the following definitions of “ABC Board”, “ABC Store”, “Beer and Wine Store”, “Package Liquor Store”, and “Package Store”.

ABC BOARD—The State of Alabama Alcoholic Beverage Board.

ABC STORE—A business establishment operated by the ABC Board that sells and disburses liquor in unopened containers for off-premise consumption.

BEER AND WINE STORE— A business establishment licensed by the ABC Board to sell beer and/or wine to consumers for off-premise consumption. This shall not include establishments that sell products for on-premise consumption; those establishments where beer and wine sales are accessory to a principal use such as grocery stores, convenience stores, or pharmacies; nor those establishments that engage in the production of beer or wine.

PACKAGE LIQUOR STORE—A business establishment licensed by the City where liquor is authorized to be sold in unopened containers for off-premise consumption, including any City-licensed club or lounge that is also licensed by the ABC Board to sell and disburse liquor in unopened containers for off-premise consumption. This shall not include liquor stores operated by the ABC Board nor a business selling only beer and/or wine for off-premise consumption.

PACKAGE STORE—A place or premise for the principal purpose of selling, at retail, alcoholic beverages by the keg, bottle, can, pack or case, for off-premise consumption.

(b) That the use categories in the matrix table in Section 7.3, as amended, are further amended to provide for the use categories of “ “Package Liquor Store”, “Beer & Wine Store” and “ABC Store”, as follows:

Section 7.3 C. Use Categories

COMMERCIAL																	
CONTINUED		R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
Package Liquor Store		N	N	N	N	N	N	N	N	N	C	C	N	N	N	C	N
Beer & Wine Store		N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	C
ABC Store		N	N	N	N	N	N	N	N	N	C	C	N	N	N	C	C

Except as specifically amended or changed herein, all other use categories as shown in the matrix table shall remain in full force and effect.

(c) That a new Section 8.28.5 entitled “Package Liquor Store Standards for Use” is added to read as follows:

Section 8.28.5 Package Liquor Store Standards for Use

A. Purpose and Intent

The purpose and intent of this section is to regulate package liquor stores, which may have secondary effects on the neighboring areas and the community as a whole. These regulations shall apply to those establishments licensed by the City that sell liquor in unopened containers for off premise consumption. These regulations shall not apply to establishments that store, distribute, or sell liquor in bulk or wholesale to other retailers for sale. These regulations shall not apply to licensed and approved distilleries, micro-distilleries, or ABC Stores operated directly by the State of Alabama. These regulations shall not apply to establishments selling only beer and/or wine for off premise consumption.

The State of Alabama through the Alabama Alcoholic Beverage Control Board provides regulations regarding the licensing and operation of liquor or package stores and operators. Nothing in this section is intended to authorize or permit any establishment in violation of any city; county, state or federal ordinance, code or statute. The City has determined that this section is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Special Standards.

Package liquor stores must comply with the following requirements and any conditions required through Conditional Use approval:

1. No package liquor store shall be permitted within a radius of 1,500 feet of any other package liquor store. This distance shall be measured from door to door.
2. The minimum gross floor sales area shall be 2,000 square feet.
3. Package liquor stores shall only be allowed in shopping centers that:
 - a. Contains three or more commercial tenants with a mix of grocery stores, pharmacies, restaurants, or consumer shopping good stores;
 - b. contains at least 14,000 square feet of gross floor area.
4. No sales shall be conducted through a walk-up window or drive-through.
5. Burglar bars, steel gates, and steel-roll down doors or shutters are prohibited on the exterior of a structure when visible from any public or private street. Interior security burglar bars, steel gates and roll down doors shall allow 80 percent visibility into the tenant space and shall be fully retractable during business hours of operation.

Section 2. Severability. If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 3. Repeal of Conflicting Ordinances. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

Section 6. Codification. Codification of this Ordinance in the Zoning Ordinance of the City of Opelika is hereby authorized and directed

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

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 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 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.

WITNESS my hand this the 20th day of August, 2026.

/s/ Russell A. Jones, MMC

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
Opelika Observer
223 S 8th Street
Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the August 20, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

CITY CLERK



Business Name: King 426 Inc. DBA: King Man

REVENUE

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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



HISTORIC DOWNTOWN OPELIKA SPECIAL EVENT PERMIT APPLICATION PACKET



CITY OF
OPELIKA.
alabama



108 S. 8TH STREET / OPELIKA, AL
(334) 745-0466

PERMIT APPLICATION

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

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

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

CONTACT INFORMATION

Event Organizer Name: Angela Janatuka Hughes-Holmes

Event Name: Glow for Epilepsy Awareness

Organization Name: Compassionate Hands of Hope Inc.

Contact Phone: [REDACTED]

Contact Email: [REDACTED]

Mailing Address: P.O. Box 245 Opelika, AL 36803

Day Of Event Contact (if different than Event Organizer): [REDACTED]

EVENT INFORMATION

Event Date: Sunday, Nov 1, 2020 Event Time: 3:00pm

Type of Event: Epilepsy Awareness

Event Description: Purple Themed Epilepsy Awareness with food, vendors, activities, & resources.

Event Location Requested:

☒ Courthouse Square ☐ Downtown Streets ☐ Other Location

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

Intersection of S 9th Street & Avenue A. Intersection of South 9th Street & Avenue B. Intersection of S. 8th Street & Avenue B.

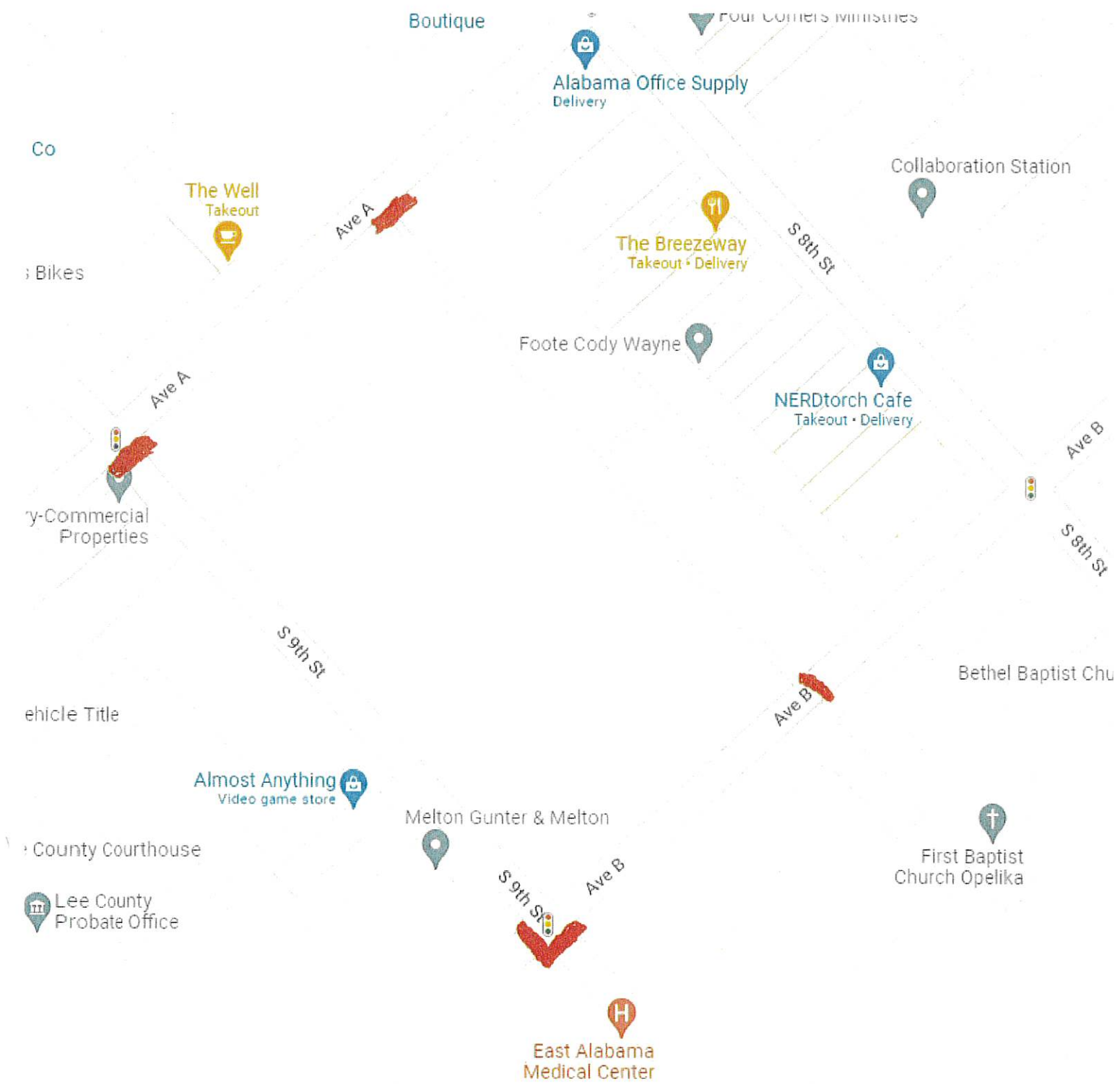
RELEASE AND INDEMNIFICATION AGREEMENT

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

Done and executed this the 09 day of September, 2026

J. Holmes
Name of Requestor/Releasor

OMS/City Representative





September 10, 2026

RE: Downtown Street Closure & Courthouse Square Booking Request: Glow for Epilepsy Awareness

Opelika Main Street supports this Downtown Street Closure request for Glow for Epilepsy Awareness on November 1, 2026.

Sincerely,

A handwritten signature in black ink that reads "Kelsey Sullivan". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Kelsey G. Sullivan, MPA

Executive Director

Opelika Main Street



STREET CLOSURE REQUEST APPLICATION

The Opelika City Clerk is responsible for assisting organizations and individuals in making street closure (**outside of the Opelika Main Street Downtown map**) requests. We will guide you through the application process prior to it being submitted to the Opelika City Council for final approval.

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

(334) 705-5110

rjones@opelika-al.gov

204 South 7th Street

Opelika, AL 36801

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

Updated May 5, 2026

Before submitting your request, please note the following:

- Requests should be made at least 30 days in advance and no sooner than three months before the event.
- The impact of your request on businesses, city services, and other events will be taken into account when reviewing your application.
- If your event involves Courthouse Square or Downtown Street closures, this is a separate approval and must be coordinated with Opelika Main Street at director@opelikamainstreet.org.
- Submission of this application is not a guarantee of approval.
- Final approval is made by the Opelika City Council.
- Once approved by Opelika City Council, all food trucks must follow the proper procedures to obtain a business license through the City of Opelika Revenue Office. *Ref. City of Opelika Ordinance: section 9.5-9*
- **You are responsible for notifying all business that will be affected by road closure. Failure to do so may cause denial of future applications.**

The following information is required to complete this application:

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

#1 - Event Contact Information

Organization/Individual making this request

Foundry United Methodist Church

Point of Contact for this request

- Name (First/Last)
- Daytime Tel. #
- Email Address
- Mailing Address

Cindy Toeber

[REDACTED]
[REDACTED]
1202 Rock Fence Rd Auburn 36830

#2 - Event Details

- What is the date of your event?
- Time your event starts (CST)
- Time your event ends (CST)
- Time of set up and barricade block (CST)
- Anticipated number of participants
- Event Type:
(parade, march, assembly, rally, market, memorial, etc.)
- How many extra garbage cans do you need?
You are required to get extra cans.

Wednesday Nov 4th

~~5pm~~ 5pm

~~7pm~~ 7pm

4pm

60+

Movie night for Families

5

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

2nd Ave Between 26th St + 27th St

#2 - Event Details (cont'd)

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

YES

NO

☒☒

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

☒☒

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

☐☒

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

☐☒

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

☒☐

Do you have sufficient volunteers for your event?

☒☐

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

☒☐

You have contacted all businesses affected by the road closure.

#3 - Statement of Responsibility

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

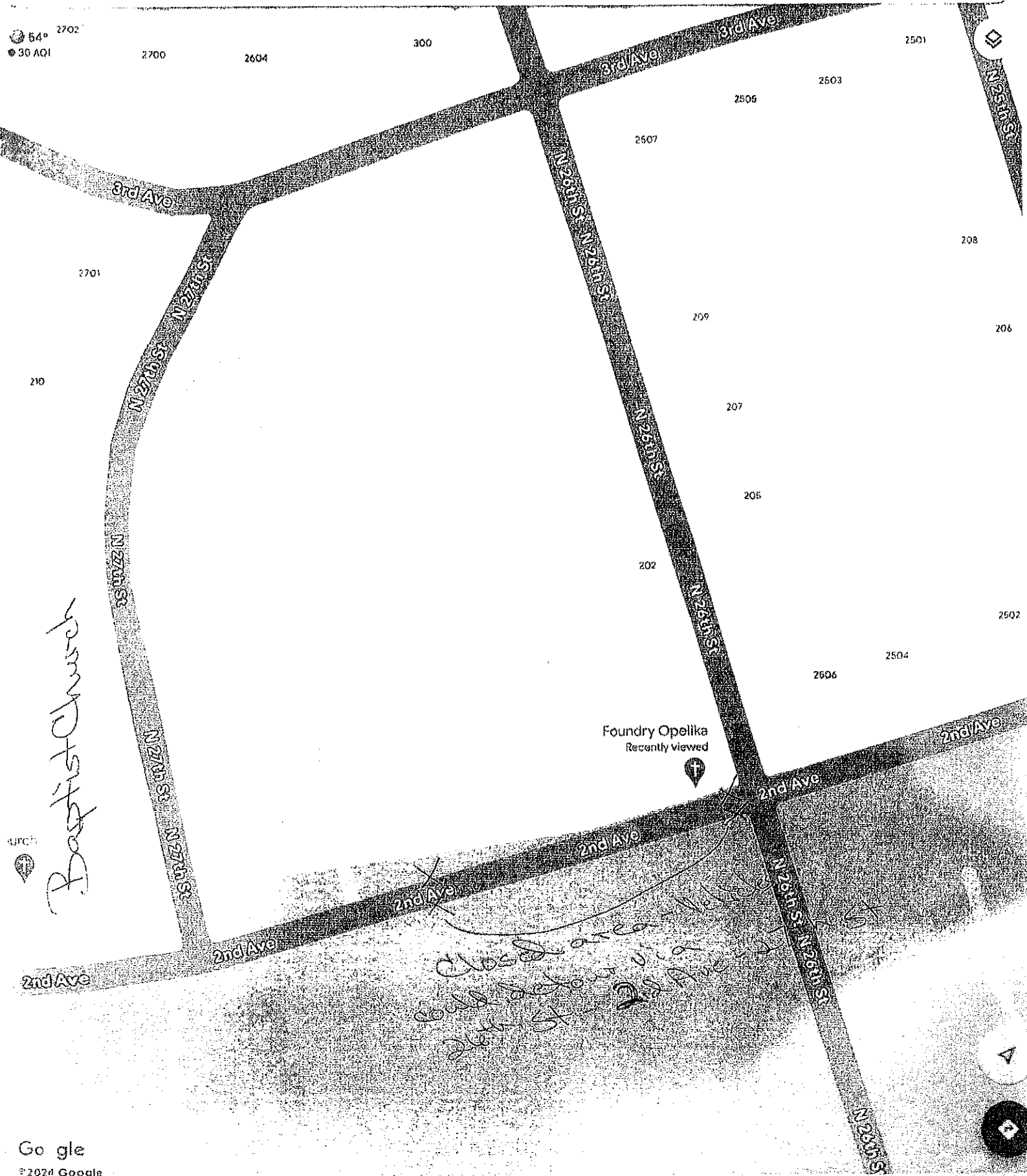
- My request will be reviewed and must be approved by the Opelika City Council.
- The requesting organization/individual is responsible for ensuring all vendors have the proper licensing to conduct their business within the City of Opelika. *Unlicensed businesses are subject to fines and/or removal from the premises.*
- All items brought in for the event and resulting waste shall be removed or properly disposed of immediately following the end of the event/same day as event. You are required to request and pay for extra garbage cans for your event. Opelika Environmental Services will place event cans. It is your responsibility to move those cans throughout your event, as well as place them back in original location immediately following the event.
- Once approved by Opelika City Council, all food trucks must follow the proper procedures to obtain a business license through the City of Opelika Revenue Office. *Ref. City of Opelika Ordinance: section 9.5.2*
- You are not to hang or attach anything to city property, signage on city right-of-way, or local businesses without written approval.
- All sound ordinances shall be adhered to.
- Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway for your approved closure time and to return them to where they were dropped off at the end of your event.
- An approved street closure request does NOT guarantee all vehicles will be removed from the affected street(s) prior to your event.
- An approved street closure request does NOT give you the authority to tow/forcibly remove any legally parked vehicles.
- You are allowed to place flyers on the windshield of vehicles within your approved closure request up to 24 hours in advance of your event if it is done in a way that does not damage the vehicle. (No tape, sticky paper, anything that would stain or scratch, etc.)

Cynthia H. Terbert
Signature

Sept 4, 2024
Date

Search here

64° 2702
30 AQI



Go gle
© 2024 Google

Latest in Opelika

HISTORIC DOWNTOWN OPELIKA **SPECIAL EVENT PERMIT APPLICATION PACKET**



108 S. 8TH STREET | OPELIKA, AL
(334) 745-0466

PERMIT APPLICATION

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

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

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

CONTACT INFORMATION

Event Organizer Name: Saffron Koppelman

Event Name: SNOPELIKA Christmas Parade and Tree Lighting

Organization Name: Opelika Chamber of Commerce

Contact Phone: 786-645-9600

Contact Email: saffron@opelika-chamber.com

Mailing Address: 200 S 6th St, Opelika, AL

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

EVENT INFORMATION

Event Date: December 4, 2026 Event Time: 5:30 - 8:30 PM CST

Type of Event: Christmas Parade

Event Description: SNOPELIKA is the Opelika Chamber's annual Christmas Parade & Tree Lighting!

Thousands of people come out to watch the parade wind through downtown, enjoy snowfall in Courthouse Square, and
see us light the TALLEST Christmas tree in AL.

Event Location Requested:

☒ Courthouse Square ☒ Downtown Streets ☐ Other Location

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

SOUTH RAILROAD + AVENUE A BETWEEN 7TH - 9TH STREET; AVENUE B + AVENUE C BETWEEN 6TH + 9TH STREET; AVENUE B +
AVENUE E TO GENEVA STREET

Event Time to include set up and break down: Setup: 9AM CST Breakdown: 9:15PM CST

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

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

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

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

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

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

Yes, a stage in Courthouse Square next to the Christmas tree and 5 - 6 tents stationed in the grass

How many trash cans will you need? 50

of anticipated attendees: 5,000 - 8,000

ADDITIONAL INFORMATION REQUIRED:

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

RELEASE AND INDEMNIFICATION AGREEMENT

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

Done and executed this the 4 day of December, 2026.

Saffron Koppelman

Name of Requestor/Releasor

OMS/City Representative



September 9, 2026

RE: Downtown Street Closure & Courthouse Square Booking Request: Snopelika and the Christmas Parade

Opelika Main Street supports this Downtown Street Closure request for Snopelika and the annual Christmas Parade on December 4, 2026.

Sincerely,

A handwritten signature in black ink that reads "Kelsey Sullivan". The signature is fluid and cursive, with the first name "Kelsey" and last name "Sullivan" clearly legible.

Kelsey G. Sullivan, MPA

Executive Director

Opelika Main Street

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Right-of-Way Vegetation Management for the Power Services Department; and

WHEREAS, Asplundh Tree Expert LLC 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 contract be awarded to Asplundh Tree Expert LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Asplundh Tree Expert LLC on an as-needed basis.
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 #26026 – We are asking the council to approve a contract for Right-of-Way Vegetation Management

FACTS:

- Bid opening date – 8/24/26
- User Department(s) – Power Services
- The bid was mailed to 8 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the purchase be awarded to Asplundh Tree Expert LLC on their low bid meeting specifications on an as-needed basis.

BID# 26026 DATE: 8/24/26 DEPT: POWER SERVICES									8 VENDORS INVITED	
CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT									2 BIDS RECEIVED	
	ITEM 1: CIRCUIT 11			ITEM 4: CIRCUIT 21						
	ITEM 2: CIRCUIT 12			ITEM 5: CIRCUIT 22						
	ITEM 3: CIRCUIT 13									
	ITEM 1		ITEM 2		ITEM 3		ITEM 4		ITEM 5	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
ALABAMA POWER CO										
ASPLUNDH TREE EXPERT LLC	\$ 101,817.60	4 weeks	\$ 34,202.44	1.5 weeks	\$ 75,014.67	2.5 weeks	\$ 103,798.04	1.2 weeks	\$ 95,359.05	2.5 weeks
KDF ENTERPRISES LLC										
RDA SERVICES										
TFR ENTERPRISES INC										
TIGER TREE EXPERTS/HALL'S										
TIMBERPRO TREE SERVICE LLC										
WA KENDALL										
AAA General Contractors, Inc.	\$ 120,613.64	4 weeks	\$ 46,992.19	2 weeks	\$ 113,627.13	5 weeks	\$ 87,498.58	5 weeks	\$ 82,272.02	5 weeks
	ITEM 6: CIRCUIT 23			ITEM 9: CIRCUIT 33						
	ITEM 7: CIRCUIT 31			ITEM 10: CIRCUIT 41						
	ITEM 8: CIRCUIT 32									
	ITEM 6		ITEM 7		ITEM 8		ITEM 9		ITEM 10	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
ALABAMA POWER CO										
ASPLUNDH TREE EXPERT LLC	\$ 80,366.53	3 weeks	\$ 97,664.50	4 weeks	\$ 2,700.00	1.5 weeks	\$ 23,272.10	1 week	\$ 79,962.66	2.5 weeks
KDF ENTERPRISES LLC										
RDA SERVICES										
TFR ENTERPRISES INC										
TIGER TREE EXPERTS/HALL'S										
TIMBERPRO TREE SERVICE LLC										
WA KENDALL										
AAA General Contractors, Inc.	\$ 88,531.96	4 weeks	\$ 136,994.32	5 weeks	\$ 2,060.37	0.5 week	\$ 14,601.56	0.5 week	\$ 82,107.95	4 weeks
	ITEM 11: CIRCUIT 42			ITEM 14: CIRCUIT 52						
	ITEM 12: CIRCUIT 43			ITEM 15: CIRCUIT 53						
	ITEM 13: CIRCUIT 51									
	ITEM 11		ITEM 12		ITEM 13		ITEM 14		ITEM 15	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
ALABAMA POWER CO										
ASPLUNDH TREE EXPERT LLC	\$ 106,507.29	4.5 weeks	\$ 38,083.20	1 week	\$ 81,047.98	2.5 weeks	\$ 76,422.94	2.5 weeks	\$ 52,180.01	1.5 weeks
KDF ENTERPRISES LLC										
RDA SERVICES										
TFR ENTERPRISES INC										
TIGER TREE EXPERTS/HALL'S										
TIMBERPRO TREE SERVICE LLC										
WA KENDALL										
AAA General Contractors, Inc.	\$ 9,004.26	0.5 week	\$ 41,264.91	1 week	\$ 124,857.95	4 weeks	\$ 81,547.59	2 weeks	\$ 65,629.26	2 weeks

BID# 26026 DATE: 8/24/26 DEPT: POWER SERVICES CONTRACT: RIGHT-OF-WAY VEGETATION MANAGEMENT										8 VENDORS INVITED 2 BIDS RECEIVED	
	ITEM 16: CIRCUIT 61				ITEM 19: CIRCUIT 81						
	ITEM 17: CIRCUIT 62				ITEM 20: CIRCUIT 82						
	ITEM 18: CIRCUIT 63										
	ITEM 16			ITEM 17		ITEM 18		ITEM 19		ITEM 20	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	
ALABAMA POWER CO											
ASPLUNDH TREE EXPERT LLC	\$ 125,993.82	5 weeks	\$ 103,172.69	3.5 weeks	\$ 12,031.20	1.5 weeks	\$ 154,382.96	4 weeks	\$ 64,304.06	2 weeks	
KDF ENTERPRISES LLC											
RDA SERVICES											
TFR ENTERPRISES INC											
TIGER TREE EXPERTS/HALL'S											
TIMBERPRO TREE SERVICE LLC											
WA KENDALL											
AAA General Contractors, Inc.	\$ 134,047.59	5 weeks	\$ 300,973.72	9 weeks	\$ 17,365.06	1 week	\$ 229,806.82	7 weeks	\$ 87,204.50	3 weeks	
	ITEM 21: CIRCUIT 83				ITEM 24: CIRCUIT 93						
	ITEM 22: CIRCUIT 91				ITEM 25: BRUSH TREATMENT SPRAY						
	ITEM 23: CIRCUIT 92										
	ITEM 21			ITEM 22		ITEM 23		ITEM 24		ITEM 25	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE/HR	PRODUCT	
ALABAMA POWER CO											
ASPLUNDH TREE EXPERT LLC	\$ 101,818.71	3 weeks	\$ 32,000.80	1 week	\$ 97,123.29	3.5 weeks	\$ 99,886.63	3.5 weeks	\$ 148.50	Garlon	
KDF ENTERPRISES LLC											
RDA SERVICES											
TFR ENTERPRISES INC											
TIGER TREE EXPERTS/HALL'S											
TIMBERPRO TREE SERVICE LLC											
WA KENDALL											
AAA General Contractors, Inc.	\$ 152,618.61	5 weeks	\$ 21,545.45	2 weeks	\$ 128,058.24	6 weeks	\$ 139,257.10	4 weeks	\$ 250.00	Garlan	
	ITEM 26: REMOVAL OF TREE 12.6"-18.5" IN DIAMETER					ITEM 31: HOURLY LABOR & EQUIPMENT RATES					
	ITEM 27: REMOVAL OF TREE 18.6"-24.5" IN DIAMETER					FOR ADDITIONAL WORK & STORM WORK					
	ITEM 28: REMOVAL OF TREE 24.6"-30.5" IN DIAMETER					ITEM 32: HOURLY RATE FOR HEAVY DUTY MULCHER					
	ITEM 29: REMOVAL OF TREE 30.6"-36.5" IN DIAMETER					ITEM 33: HOURLY RATE FOR LIGHT DUTY MULCHER					
	ITEM 30: REMOVAL OF TREE 36.6"+ IN DIAMETER										
	ITEM 26	ITEM 27	ITEM 28	ITEM 29	ITEM 30	ITEM 31	ITEM 32	ITEM 33			
VENDOR	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE/HR	PRICE/HR	PRICE/HR			
ALABAMA POWER CO											
ASPLUNDH TREE EXPERT LLC	\$ 940.00	\$ 1,419.00	\$ 2,376.00	\$ 3,498.00	T&M	Various	\$ 169.68	\$ 102.38			
KDF ENTERPRISES LLC							(up to 240 HP)				
RDA SERVICES											
TFR ENTERPRISES INC											
TIGER TREE EXPERTS/HALL'S											
TIMBERPRO TREE SERVICE LLC											
WA KENDALL											
AAA General Contractors, Inc.	\$ 1,400.00	\$ 1,800.00	\$ 2,500.00	\$ 3,500.00	\$ 4,500.00	Various	\$ 450.00	\$ 250.00			
							(up to 400 HP)				

RESOLUTION NO. _____

WHEREAS, the influent pump at Eastside Water Waste Treatment Plant (Eastside WWTP) is in need of repair; and

WHEREAS, the Eastside WWTP is currently operating with only a single functional influent pump with no redundancy; and

WHEREAS, due to the emergency nature of the repair, the significant risk of waste overflow, and the threat to health and safety, it is critical to make the repair as soon as possible; and

WHEREAS, Act 2023-497 of the Code of Alabama authorizes the awarding authority to let contracts without public advertisement in case of emergency affecting public health, safety, or convenience, to the extent necessary to meet the emergency; and

WHEREAS, the repair is deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, Goforth Williamson, Inc is performing the repair; and

WHEREAS, the cost of the repair will be \$45,715.00; and

WHEREAS, funding will come from the Sewer Fund;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager correct in awarding an emergency purchase order to Goforth Williamson, Inc, in the total amount of \$45,715.00.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for this repair.

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



PUBLIC WORKS/ESG

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5413 (f) 334-705-5452
www.opelika-al.gov

September 3, 2026

Courtney Ross
Purchasing Department
City of Opelika

Re: Emergency Repair of Eastside WWTP Influent Pumps

Dear Courtney,

We are requesting the approval of the emergency repair of the influent pump at Eastside WWTP. We are down to a single pump and currently have no redundancy. If this pump fails, we will have to go on by-pass and risk significant waste overflow at the plant. This is the first step in the treatment process, and the potential of severe impact is high. To mitigate any potential negative impact on health and safety and ensure the continued function of critical infrastructure this purchase is considered an emergency.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gwin".

John Gwin
Public Works Director
City of Opelika, Alabama
Public Works/ESG



QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
11107614	
Quote Date	Page
09/11/2026	1 of 2

Quote Expires On: 10/08/2026

BILL TO:

City of Opelika
P.O. Box 390
Opelika, AL 36801
US

SHIP TO:

Eastside Treatment Facility
3010 Columbus Parkway
Opelika, AL 36804
US

(334)705-5186

Attn: April Merritt

Requested By: Thomas Sweat

Customer ID: 807594

Project Ref: GR Replacement Assemblies

PO Number	Carrier Name	Sales Rep
		Ricky Baxter

Quantity		UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining		Item Description		
1.00	1.00	EA	OPELIKA GORMAN-RUPP ROTATING ASSEMBLY Rotating Assembly	45,715.0000	45,715.00

Order Line Notes:

- Scope of Work:
1. Travel to site.
 2. Remove existing 6" Gorman Rupp rotating assemblies.
 3. Install the following provided by GWI Service:
 - a) 2 ea. – Pioneer GS6 Rotating Assembly
 - b) 2 ea. – Pioneer GS6 Wear Plate
 - c) 2 ea. – Pioneer GT6 Flapper Valve
 - d) 2 ea. – Worldwide Electric 25hp Motor
 - e) 2 ea. – Pulley & Bushing for Motor
 - f) 2 ea. – Pulley & Bushing for Pump
 - g) 4 ea. – Gorman Rupp Air Relief Valves
 - h) 4 ea. – Misc. ARV Piping
 4. Program controller for the two smaller pumps.
 5. Verify all equipment operates correctly.
 6. Clean up site and return to GWI Service Center

Note: This quote is provided for budgetary purposes only. Any work beyond the outlined scope will require an updated scope and revised quote. No additional work will proceed without prior approval of any changes.

Quote Prepared by Nathan Beasley / Project Manager

For the above scope of work, GWI Quotes:

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



Document ID: 11107614

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
11107614	
Quote Date	Page
09/11/2026	2 of 2

Quote Expires On: 10/08/2026

<i>Quantity</i>		<i>UOM</i>	<i>Item ID</i> <i>Item Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Remaining</i>				

Total Lines: 1

SUB-TOTAL: 45,715.00
TAX: 0.00
AMOUNT DUE: 45,715.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: NATHANBEASLEY
Email: nathan@goforthwilliamson.com

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com

Standard Terms & Conditions apply and are accessible at:

<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



Document ID: 11107614

Page 80 of 156

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
11107614	
Quote Date	Page
09/11/2026	1 of 1

Quote Expires On: 10/08/2026

BILL TO:

City of Opelika
P.O. Box 390
Opelika, AL 36801
US

SHIP TO:

Eastside Treatment Facility
3010 Columbus Parkway
Opelika, AL 36804
US

(334)705-5186

Attn: April Merritt

Requested By: Thomas Sweat

Customer ID: 807594

Project Ref: GR Replacement Assemblies

PO Number		Carrier Name	Sales Rep	
			Ricky Baxter	
Quantity	UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining	Item Description		

Statement Regarding Licensing and Scope of Work

Goforth Williamson, Inc. is not a licensed utility contractor. Our services are strictly limited to the sale, repair, modification, replacement and/or installation of control panels, panel components, pumps, mechanical and electrical equipment. We do not engage in any activities that require a utility contractor license.

We respectfully request that clients clarify whether a license of any type is required for the proposed scope of work. This will help ensure compliance with all applicable regulations and avoid any misunderstandings regarding project responsibilities.

Thank you for your attention and cooperation.

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com

Standard Terms & Conditions apply and are accessible at:

<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



Document ID: 11107614

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ANNUAL EXCESS LOSS
INSURANCE CONTRACT WITH WELLPOINT**

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

1. That the Mayor is hereby authorized and directed to contract with Wellpoint (formerly Granular Insurance Company) to procure Excess Loss insurance coverage as detailed in Attachment "A". The policy term is for one (1) year beginning October 1, 2026, and ending September 30, 2027.
2. That monthly Excess Loss insurance premiums are to be paid to Wellpoint. Cobbs Allen & Hall, Inc., the City's insurance Broker, will be compensated a monthly commission fee of \$2,500.00.
3. That the Mayor and other appropriate officers of the City of Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policy and coverage.
4. That the Mayor and the City Treasurer are hereby authorized and directed to pay all premiums for said insurance and coverage from the Health Insurance Fund.
5. That the Controller is authorized to adjust the 2026-2027 Budget as necessary for the insurance contract approved by this resolution.

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

President of the City Council of the
City of Opelika, Alabama

ATTEST:

Russell A. Jones, MMC
City Clerk

Stop Loss Market Response

Company	Response	A.M. Best Rating	Financial Category	Notes
BCBS (BCS)	DTQ	A+ (Excellent)	VIII	
BCBS (Lloyd's)	Quoted	A (Excellent)	XV	Illustrative
BCBS (Sun Life)	DTQ	A+ (Superior)	XV	
BCBS (Companion)	DTQ	A (Excellent)	XV	
Wellpoint	Quoted	A- (Excellent)	VIII	FIRM 8/21
Berkshire Hathaway	DTQ	A++ (Superior)	XV	
HCC (Tokio Marine)	DTQ	A++ (Superior)	X	
Optum	DTQ	A (Excellent)	AMB 1+	
Highmark	DTQ	A (Excellent)	XV	
Prudential	DTQ	A+ (Superior)	XV	
Partner Re	DTQ	A (Excellent)	XV	
MRM (Zurich)	DTQ	A+ (Superior)	XV	
Crum & Forster	DTQ	A (Excellent)	XV	
Ryan Specialty (NationWide)	DTQ	A+ (Superior)	XV	
QBE	DTQ	A (Excellent)	XV	
Voya	DTQ	A (Excellent)	XIV	

Stop Loss Marketing Results

Company	Stop Loss Level	Aggregating Specific	Plan Basis	Estimated Monthly Specific Premium	Estimated Annual Specific Premium	\$ Difference from Current (Premium)	% Difference from Current (Premium)	Additional Liability due to Lasers & Agg Spec	UTIC Fee	Est Total Cost (Premium + Liability + Fees)	Comments and Notes
Granular - Current	\$140,000	\$50,000	Paid	\$52,586	\$631,032	N/A	N/A	\$50,000	\$16,236	N/A	Includes NNL and 50% RC
Granular - Renewal	\$140,000	\$50,000	Paid	\$78,881	\$946,575	\$315,543	50.0%	\$50,000	\$16,236	\$1,012,811	FIRM 8/21
Lloyds	\$200,000	\$50,000	24/12	\$80,791	\$969,492	\$338,460	53.6%	\$50,000	\$0	\$1,019,492	Illustrative
A Non-UTIC (BCS, Lloyds, Companion, Sun Life) proposal will include an additional \$3.00 PEPM fee (estimated \$15,084 annually)											

Based on any newly disclosed information, rates and provisions concerning individual claimants are subject to review and may be changed by the carrier. Rates and provisions are not guaranteed until final approval is given by the insurer.

Enrollment		CarveOut Fee
Single	236	\$3.00
Family	215	
Total	451	

2025-26 Renewal: Accepted renewal from Granular/Wellpoint at +40% increase

Historical reimbursements and high loss ratios have been the main driver for DTQ's in the stop loss market:

- 2023-24: \$1,720,139 in reimbursements vs \$294,198 in premiums paid (584% LR)
- 2024-25: \$428,212 in reimbursements vs \$385,245 in premiums paid (111% LR)
- 2025-26 PYTD: \$944,753 in reimbursements vs \$423,954 in premiums paid (223% LR)

Renewal Rate Cap is not available on this renewal

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF OPELIKA TO
ENTER INTO INSURANCE AGREEMENTS AND TO ISSUE
PURCHASE ORDERS TO RENEW THE CITY'S INSURANCE PORTFOLIO**

WHEREAS, the City of Opelika, Alabama (the "City") desires to renew its insurance policies for commercial property, electronic data processing, equipment floater, commercial general liability, law enforcement liability, public officials' errors and omissions, commercial automobile, employee benefits, cyber liability, fiduciary, professional liability, crime and increased liability (hereinafter referred to as "Opelika's Insurance Portfolio"); and

WHEREAS, through the assistance of Marsh McLennan Agency, the City has been able to coordinate all renewal periods for all insurance policies to once a year, control future premium costs, increase management and oversight of insurance concerns and loss control; and

WHEREAS, Marsh McLennan Agency partners with Alabama Municipal Insurance Corporation, CHUBB Insurance Company, Federal Insurance Company and other carriers to procure the policies and coverages required by the City; and

WHEREAS, Marsh McLennan Agency has prepared and submitted to the City Council a Premium Summary and Comparison 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 Summary.

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

1. That the Mayor and the Human Resources Director are hereby authorized to renew the City of Opelika's Insurance Portfolio for a period of one (1) year beginning October 1, 2026, and ending September 30, 2027.

2. That the "Premium Summary and Comparison", a copy of which is attached as Exhibit "A", is hereby approved, ratified and confirmed.

3. That the Mayor and Human Resources Director are hereby authorized and directed to execute and deliver in the name of the City such agreements, instruments and certificates as shall be required for the procurement of the policies and coverages as shown in Exhibit "A".

4. That the Purchasing/Revenue Manager is hereby authorized to issue purchase orders to Marsh McLennan Agency for premiums for the City of Opelika's Insurance Portfolio in an amount not to exceed \$1,439,618.70.

5. That the funds for said premiums shall come from each assigned FY 2026-2027 Departmental Funds in the aggregate amount of \$1,439,618.70

6. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to carry into effect the provisions of this Resolution.

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 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.

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

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



PROPOSAL FOR INSURANCE SERVICES

Presented for
City of Opelika

Policy Term
10/01/2026 - 10/01/2027

Date Presented
09/08/2026

Producer
Whit Whittelsey, AAI, CLCS
Executive Vice President

Policy	Expiring AMIC \$3m Cyber	Proposed \$1m LEL AMIC \$5m Cyber	Proposed \$7m LEL AMIC \$5m Cyber	Proposed \$1m LEL Travelers \$5m Cyber	Proposed AMIC + 7M LEL Lexington/Kinsale \$5m Cyber	Proposed \$1m LEL Travelers Plus Excess LEL Kinsale/Indian Harbor (6m)
Inland Marine	\$39,373.44	\$39,507.00	\$39,507.00	\$14,713.00	\$39,507.00	\$14,713.00
General Liability	\$160,763.00	\$152,989.00	\$152,989.00	\$64,636.00	\$152,989.00	\$64,636.00
Law Enforcement Liability	\$220,000.00	\$306,700.00	\$731,500.00	\$220,257.00	\$460,557.00	\$594,280.00
Policy Fee	N/A	N/A	N/A	N/A	\$250.00	\$495.00
Surplus Lines Tax	N/A	N/A	N/A	N/A	\$28,454.84	\$23,126.49
Public Officials E&O	\$62,402.00	\$66,192.00	\$66,192.00	\$79,201.00	\$66,192.00	\$79,201.00
Automobile	\$368,941.00	\$409,388.00	\$409,388.00	\$391,561.00	\$409,388.00	\$391,561.00
Employee Benefits	\$1,470.00	\$1,470.00	\$1,470.00	\$381.00	\$1,470.00	\$381.00
Increased Liability	\$37,500.00	\$64,480.00	\$64,480.00	\$95,021.00	\$64,480.00	\$95,021.00
Property	\$256,588.00	\$237,224.00	\$237,224.00	\$237,224.00	\$237,224.00	\$237,224.00
Cyber	\$83,720.00	\$125,687.00	\$125,687.00	\$125,687.00	\$125,687.00	\$125,687.00
Professional-EMT	\$26,040.00	\$33,945.00	\$33,945.00	\$33,945.00	\$33,945.00	\$33,945.00
	\$1,562.40	\$2,036.70	\$2,036.70	\$2,036.70	\$2,036.70	\$2,036.70
Total	\$1,258,359.84	\$1,439,618.70	\$1,864,418.70	\$1,264,662.70	\$1,622,180.54	\$1,662,307.19

Coverage	AMIC	Travelers
LEL	- No Aggregate - Offered Quote Options of \$1,000,000 and \$7,000,000 \$15,000 deductible	\$1,000,000 Occurrence limit \$1,000,000 Aggregate \$50,000 deductible
Auto	\$1,000 comp/collision offered on vehicles with full coverage - Hired Auto comp/collision deductible \$500/\$500	\$2,500 or \$5,000 comp/collision offered on vehicles with full coverage. \$5,000 deductible applies to any vehicle valued over \$100k. - Hired Auto comp/collision deductible \$1,000/\$1,000
General Liability	- No Aggregate \$5,000 Medical Expense Limit - Abuse Coverage is Excluded - Sewer Backup Included	\$2,000,000 Aggregate - Medical Expense Excluded \$1,000,000 Abuse Coverage - Sewer Backup Excluded
Public Officials	- Occurrence Basis - Inclusive of Employment Practices Liability	- Claims Made Basis - Separate Employment Practices Liability Policy will be issued
Excess Limits	\$6,000,000 limits - Will extend coverage to the following General Liability, Employee Benefits Liability, Public Officials Liability, Law Enforcement Liability, and Auto	\$5,000,000 Limits - Will extend coverage to the following General Liability, Employee Benefits Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, and Auto
Limits Summary	- LEL either \$1m or \$7m Occurrence Limit with no Aggregate - General Liability \$7m - Auto Liability \$7m - Public Officials \$7m	- LEL \$1m occurrence \$1m Aggregate - General Liability \$6m - Auto Liability \$6m - Public Entity Management Liability \$6m - Public Entity Employment-Related Practices Liability \$6m

Coverage	AMIC	Travelers	Lexington/Kinsale Stand-alone Policy	Kinsale/Indian Harbor Excess of Travelers \$1m
LEL	- No Aggregate - Quote Options \$1m Occurrence \$7m Occurrence \$15,000 deductible - Unable to purchase excess limits over the \$1m or \$7m options. \$1m Limit Premium \$306,700 \$7m Limit Premium \$731,500	\$1m Occurrence \$1m Aggregate \$50,000 deductible Premium \$220,257	\$7m Occurrence \$7m Aggregate \$50,000 Retention - Limits offered by each carrier: - Lexington \$4m - Kinsale \$3m excess of the \$4m offered by Lexington - Premium for Lexington \$4m \$371,416.08 - Premium for Kinsale \$3m excess of \$4m \$117,845.76 Total: \$489,261.84	\$6m Occurrence \$6m Aggregate - Kinsale is offering \$2m excess \$1m (Travelers) excess deductible on an Occurrence basis - Defense is INSIDE the limit with Kinsale (OUTSIDE for Travelers) - Does this policy drop down when Travelers is eroded? ---See PEX0001, Section II – Underlying Insurance, D , 1 & 2 (See below) - Indian Harbor has offered Limits of \$3m / \$3m xs \$2m / 2m (Kinsale) xs \$1m / \$1m (Travelers) \$50,000 Primary Retention - Kinsale Premium \$211,578.11 - Indian Harbor Premium \$186,066.38 Total \$397,644.49

- D. In the event of reduction or exhaustion of the "underlying insurance" by reason of payment of loss, including if applicable, actual payments by the Underlying Insurer(s) of any costs or expenses incurred in the investigation or defense of any claim, this Policy shall:
1. In the event of reduction, pay excess of the reduced limit; and
 2. In the event of exhaustion of the "underlying insurance", continue in force as primary insurance; provided, however, that in the case of exhaustion, this Policy shall only pay excess of the retention or deductible applicable to the "followed policy", which shall be applied to any subsequent loss in the same manner as specified in the "followed policy".

RESOLUTION NO. _____

**RESOLUTION APPROVING CLINIC SERVICES
AGREEMENT WITH SYMBOL HEALTH SOLUTIONS**

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

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

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

WHEREAS, a proposed Clinic Services Agreement (the “Agreement”) between the City and Symbol has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

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

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**Symbol Health Solutions
CLINIC SERVICES
AGREEMENT**

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

**ARTICLE I
SERVICES, FACILITY, EQUIPMENT & INSURANCE**

- 1.1 **Effective Date;** Client shall designate a start date (the "Effective Date") which shall be the date on which Symbol begins providing services to patients at the clinic (Clinic) located in a facility owned by the City of Opelika and operated and managed by Symbol (the "Clinic").
- 1.2 **Clinic Services.** Symbol shall provide episodic primary and preventive care services (collectively, "PC") to Members as Symbol Health patients ("Patients"). Symbol shall, at its sole expense, provide a staff of medical professionals ("Medical Staff") to provide PC to its Patients and Participants (described herein below) on a non-surgical, non-emergency, episodic and routine basis. The Medical Staff shall, at a minimum, consist of a board-certified physician supervisor ("Physician"), Physician Assistant(s)/Nurse Practitioner(s), nurses, Medical Assistants, and clerical/administrative personnel. The Medical Staff shall at all times during the term of this Agreement be licensed by the State of Alabama as required by its respective governing bodies. The Physician shall serve as Medical Director of the Clinic and shall supervise mid-level medical provider(s). Symbol shall appoint a mid-level medical provider, to wit: A Licensed Nurse Practitioner as Clinic Director to supervise Clinic staff; Symbol shall also appoint a Client Services representative who shall be Symbol's primary liaison with Client and who shall report directly to Client's designee regarding management of the Clinic. Client shall allow Members to visit the Clinic without clocking out or incurring deductions for paid time off.
- 1.3 **Symbol Health Management Program.** Client shall make past and current health claims data available as requested by Symbol. Symbol, through a secure third-party health data analytics platform, shall analyze data obtained through biometric screenings and Plan's past claims data to stratify Member's individual health risks and to determine gaps in care, medication adherence, and timely referrals for preventative clinic procedures.

- 1.4 **Member Communication.** Client shall make eligible Member personal contact information available as requested by Symbol. Symbol shall, at its sole expense, communicate directly with eligible Patients for the purpose of informing Client's Members of Clinic services, health education, wellness challenges, and other information personalized to the unique health risks of individual Members. Symbol's communication methods may include email, social media, patient portal messages, text message, clinic posters, brochures, flyers, handbills, newsletter articles, and Client intranet posts. Any direct mail letters or postcards bearing Symbol health and/or wellness education, Clinic service information, or Patient health information shall be mailed to Members at Client's expense, with the sole exception of letters as required by the Alabama Department of Public Health. Symbol will honor Patient opt-out requests to terminate direct electronic communication within 10 business days, in accordance with CAN-SPAM laws.
- 1.5 **Clinic Reporting.** Symbol shall produce aggregate reports to depict Program's progress utilizing health risk parameters and claims data analysis and shall deliver such reports to Client on an annual basis and at other times as requested by Client.
- 1.6 **Onsite Medication Dispensing.** Subject to Alabama laws and regulations and based upon the past utilization of medications derived from an analysis of the Client's claims data, the Client's then-current formulary, along with feedback from Client, Symbol shall order pre-packaged generic medications, according to a pre-determined closed formulary, as well as a limited number of brand and specialty medications to be dispensed from the Clinic by the Medical Staff to Patients based upon the Medical Staff's prescription for such medications. Symbol shall maintain adequate inventory of such medications to meet the anticipated demand ("Medicine Inventory") for medications to be dispensed at the Clinic.
- 1.7 **Offsite Laboratory Testing.** Certain laboratory tests ordered by Medical Staff (listed Symbol's closed formulary) shall be performed by an offsite, qualified laboratory selected by Symbol, and other "point-of-care" tests shall be performed onsite by Medical Staff. Symbol Medical Staff collect test samples prior to sending specimens to a designated offsite laboratory. Once testing is complete, reports will be made available to the Patients for their own access and use through a secure Patient Portal and/or made available through referral to other physicians if requested by Patient or Client. Medical Staff will explain test results as they deem necessary and/or as requested by Patient.
- 1.8 **Physical Facility.** Client shall provide Symbol access to and use of the building located at 105 North 10th Street, Opelika, AL. 36801, ("Facility") for operation of the Clinic. Client is responsible for providing regular janitorial service, nearby dumpster, landscaping, sidewalks, handrails, ramps, and required number of parking spaces all in compliance with the Americans with Disabilities Act utilities and VOIP telephone at each work station, efax, internet access via fiber connection, with a minimum speed of 25x25 or a business class internet circuit source with speeds no less than 10x2mbs. All structured cabling, "CAT6" preferred, "CAT5e" acceptable, must be terminated and lines must be pulled to a secure closet or room in a Symbol-only occupied space. Symbol will be responsible for the handling and disposal of any and all materials subject to any regulatory rules or guidelines, including the disposal of any and all medical waste or other medical materials. Symbol shall be solely responsible for implementing appropriate safeguards to secure all medications and medical records located in the Clinic.

- 1.9 **Medical Equipment, Furnishings, and Disposable Non-Patient Supplies.** Client, at its sole cost and expense, shall provide all medical equipment, furniture, and fixtures necessary to operate the Clinic. Symbol shall be responsible for ordering and maintaining adequate amounts of disposable non-patient medical supplies used at the Clinic and Client shall reimburse Symbol, on a cost pass-through basis, all costs of supplying such disposable medical supplies.
- 1.10 **Scheduling of Services.** Services shall be available at the Clinic on a schedule that accommodates the Client's work calendar with an initial 10 hours of operation, Monday through Friday, subject to a mutually approved schedule to maximize utilization. Scheduling will be made by appointment and, to the extent that space on the schedule is available, walk-ins will be accommodated. Appointments will be made using 20- minute time slots.
- 1.11 **Standards of Medical Staff Performance.** Symbol covenants as follows:
- (a) Medical Staff shall perform all medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with accepted standards of medical care prevailing in the local medical community at the time of treatment. Physician shall supervise the performance of the medical services provided by the Medical Staff in a manner consistent with all applicable laws and regulations.
 - (b) Medical Staff shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters and environmental safety.
 - (c) Physician shall maintain, during the term of this Agreement, appropriate credentials including:
 - 1. A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 - 2. Good standing with his or her profession and state professional association;
 - 3. The absence of any license restriction, revocation, or suspension;
 - 4. The absence of any involuntary restriction placed on his or her federal DEA registration; and
 - 5. A duly issued and active Registration or Collaborative Agreement for the Physician for the oversight of Medical Staff members, as necessary.
 - (d) All non-physician members of Medical Staff shall maintain, during the term of this Agreement, appropriate credentials including:

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

1. Good standing with his or her profession and state professional association;
 2. The absence of any license restriction, revocation, or suspension;
 3. The absence of any involuntary restriction placed on his or her federal DEA registration, if applicable; and
 4. A duly issued and active Registration or Collaborative Agreement covering all services provided to Members by the non-physician Medical Staff member, as necessary.
- (e) Symbol shall immediately remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended, has committed, or is charged with the commission of a felony, is no longer in good standing with his or her professional or state licensing authority or is denied or loses professional liability insurance coverage.
- (f) Symbol further agrees to notify Client promptly in writing if any Medical Staff member becomes subject to any material litigation, investigation, or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues.

1.12 Insurance.

- (a) Symbol shall maintain, throughout the term of this Agreement, professional liability insurance covering the errors and omissions of the Medical Staff with a carrier rated at least A- or better by A.M. Best in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Symbol shall provide Client proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.
- (b) Symbol shall, at its sole cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with a carrier rated at least A- or better by A.M. Best, the following insurance coverage: (i) workers' compensation insurance as required by the law of the State of Alabama; and (ii) commercial general liability insurance with a \$1,000,000 per occurrence and a \$3,000,000 general aggregate.
- (c) Concurrent with the execution of this Agreement, Symbol shall provide Client with certificates of insurance evidencing the coverage required by this Section 1.12 above. The certificates shall provide 30 days written notice of cancellation or nonrenewal of the coverages named in said certificates. Client will be named as an additional insured under Symbol's general liability insurance.
- (d) Any subcontractors or other independent contractors of Symbol hired to provide or assist with any of the services contemplated by this Agreement shall be covered

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

1.13 Relationship of Parties.

- (a) Symbol and Client are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture, or partner of the other. All persons furnished, used, retained, or hired by or on behalf of Symbol shall be solely the employees or agents or designees of Symbol. Symbol agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) from this same paragraph.
- (b) Symbol and its employees shall abide by, and Symbol shall cause its contractors to agree to abide by, any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) Physician shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or the omissions of any agent or any employee used by such Physician in connection with providing the Medical Services contemplated by this Agreement. Neither Client nor Symbol shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or any nurse or other Health Professional.
- (d) Symbol hereby agrees to indemnify, defend, and hold harmless the Client, its officials, representatives, agents, servants, and employees, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities ("Claims") arising out of or in any way incident to, related to or in connection with (i) breach of any representation, warranty, covenant or agreements set forth in this Agreement, (ii) the provision of services contemplated by this Agreement, (iii) any claim of wrongdoing or action or inaction by Physician or Medical Staff or (iv) anything related to the activities at the Clinic except to the extent such Claim arises from the negligent actions or inactions of Client which are not within Symbol's reasonable control.

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

1.15 **Medical Records.**

- (a) Patient information is gathered through a third-party electronic health records system. Symbol will utilize only such third parties that support rigorous industry and regulatory standards and that will maintain responsibility for the security of Patient health and personally identifiable information. Symbol shall maintain all medical records, X-rays or other imaging materials, slides, and medical data records relating to Patients ("Records") with respect to all of the Patients and shall maintain such Records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy and security standards. All Records maintained by Symbol in connection with this Agreement, except as otherwise provided by law, shall be the sole property of Symbol.
- (b) Symbol shall retain the Records relating to each Patient for the following described periods:
 - 1. In the case of any Patient who is at least 18 years of age as of the date that Symbol begins operating the Clinic or five (5) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 - 2. In the case of any Patient who is under the age of 18 as of the date, that Symbol begins operating the Clinic, until the patient has reached an age of 21 years, or five (5) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 - 3. After the expiration of the applicable time period described in clauses (1) and (2), Symbol shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
- (c) Symbol shall, and shall require all its employees, subcontractors, and agents to, comply with and recognize all confidentiality and non-disclosure requirements that apply to the Client and the Plan, specifically including the privacy and security requirements of HIPAA, and the regulations promulgated thereunder, and applicable state requirements. Symbol shall comply with the policies adopted by the Client and Plan for access to and disclosure of protected health information (as defined in HIPAA) and the Business Associate Agreement provisions attached and incorporated herein as Exhibit A.

ARTICLE II Compensation

- 2.1 **Monthly Fee.** No later than the 10th day of each calendar month, beginning with the month of March, 2027, Client shall pay to Symbol the amount of \$23.00 per person employed by Client during the preceding month.
- 2.2 **Additional Fees.** Not later than 10 days following the end of each calendar month, beginning with the month of March, 2027, Client shall pay an amount equal to the sum of all expenditures incurred by Symbol during the preceding month in the provision of the services pursuant to this Agreement, including, but not limited to, Medical Professional and/or Medical Assistant salary, wages & benefits costs, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical professional and Medical Assistant training expenses, travel expenses, required taxes (federal, state, local, or other), ongoing marketing and communications, MRO services, maintenance and repair of medical equipment, medical supplies, medications, laboratory expenses, office supplies, clinic equipment, furnishings and any sales taxes (federal, state, local, or other) incurred by Symbol to purchase items necessary to provide the Services under this Agreement. For avoidance of doubt, the fees paid pursuant to this Section 2.2 shall be in the nature of “cost of goods sold.”

Access and Audit.

- (a) Subject in all respects to applicable patient privacy laws and regulations throughout the term of this Agreement, Client shall have the right to enter the Clinic at all times upon reasonable advance notice to Symbol.
- (b) Subject in all respects to applicable patient privacy laws, regulations, throughout the term of this Agreement, Symbol shall provide to Client, upon Client’s reasonable request, supporting documentation to enable Client to verify the number of Encounters and the dispensation/injection of medicines for which Symbol bills Client.

ARTICLE III TERM and TERMINATION

- 3.1 **Term.** This Agreement shall be for a term of three (3) years commencing on the first day Symbol begins providing services to Patients, subject to earlier termination in accordance with this Agreement. Unless either Client or Symbol provides written notice of non-renewal to the other party at least 60 calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional three (3) year period.
- 3.2 **Termination for Cause.** Either party may terminate this Agreement for cause upon notice of default under this Agreement and fail to cure such default (a) within 15 days after written notice thereof of a payment-related default or (b) within 45 days after written notice thereof of any other default, but no such termination shall relieve Client of any amounts then due Symbol under this Agreement.

- 3.3 **Effect of Expiration or Termination.** The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay compensation to Symbol for outstanding invoices to Symbol for the period prior to such expiration or termination and shall not affect the obligation of Symbol to provide monthly reports for the period prior to the expiration or such termination.
- 3.4 **No Engagement of Medical Staff.** In the event of any termination of, or the expiration of this Agreement, for a period of one (1) year following the effective date of the termination of the Agreement, Client shall not hire or engage the onsite professional healthcare services of Medical Staff providing services pursuant to this Agreement at the time of such termination, unless this provision is waived by Symbol.

ARTICLE IV MISCELLANEOUS

- 4.1 **Notice.** All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.1. All notices and other communications shall be
- (a) mailed by certified or registered mail, return receipt requested, postage pre-paid,
 - (b) personally delivered, or
 - (c) sent by a nationally recognized overnight courier. Notices mailed pursuant to this Section 4.1 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

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

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

- 4.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Client and Symbol with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Client and Symbol.
- 4.3 **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provision. Legal action arising out this agreement shall be filed in the Circuit Court of Baldwin County, AL.

- 4.4 **Non-Disclosure.** The parties expressly acknowledge that during the term of this Agreement, each party and its owners, employees, contractors, and agents could have access to trade secrets, proprietary information, and confidential information of the other and its affiliates, as it reasonably pertains to clinic operations, which shall include the following: strategic and business plans, business methods and practices, financial information, marketing information and techniques, data on suppliers and referral sources, and all marketing materials that include the name and/or brand, logo or service marks of Symbol or any of its affiliates. Therefore, each party expressly agrees that all such information shall be and shall remain the property of the other party. The parties further agree that during and after the term of this Agreement, they and their respective owners, employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, in connection with litigation arising out of this Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Agreement
- 4.5 **Binding Agreement and Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other part, which such consent shall not be unreasonably withheld or delayed.
- 4.6 **Severability Clause.** In the event any term or provision of this Agreement is determined by a court having jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, for any reason, the invalid, illegal, or unenforceable provision or part shall be considered separable from the remainder and such determination shall not impair the validity, legality, or enforceability of the remainder of this Agreement.

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

City of Opelika, Alabama.

By: The Honorable Eddie Smith

Its: Mayor

Signature: _____

Symbol Health Solutions, L.L.C.

By: Michael Molyneux

Its: President/CEO

Signature: _____

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING A NEW JOB DESCRIPTION
FOR THE POSITION OF PROGRAMMING AND OUTREACH COORDINATOR**

WHEREAS, the City of Opelika (the “City”) recognizes the need to maintain current and accurate job descriptions for all City employees; and

WHEREAS, a review of the existing job description for the position of Programming and Outreach Coordinator has determined that modifications are necessary to accurately reflect the duties, responsibilities and qualifications required for the position; and

WHEREAS, the proposed job description for the position of Programming and Outreach Coordinator has been reviewed by the Library Director and the Director of Human Resources.

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

1. That the City Council hereby approves and adopts the new job description for the position of Programming and Outreach Coordinator, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

2. 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

CITY OF OPELIKA

POSITION DESCRIPTION

Programming and Outreach Coordinator Library

Job Summary

This position is FLSA exempt (full-time). This position impacts the relationship between the City and its residents through the development and delivery of high-quality, innovative Library programming and outreach initiatives that respond to community needs and advance the strategic goals of the Library and City of Opelika. The position provides leadership for Library programming and outreach, develops community partnerships, and strengthens programming skills among Library staff through training, mentoring, and collaboration. Working closely with the Library Director and strategic team, the position contributes to long-term strategic planning, develops and monitors performance measures, and prepares reports demonstrating program and outreach outputs, outcomes, and progress toward strategic goals. Work is performed in coordination with the Library Director under general supervision. The position is responsible for independently developing work strategies, methods, and sequences.

Minimum Qualifications

- Requires education or training equivalent to a bachelor's degree in communication, education, or a closely related field as determined by the hiring authority.
- Requires a valid State of Alabama or Georgia Driver's License.
- Requires two or more years of related experience.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check as a condition of employment.

Essential Job Functions

- Coordinates, plans, schedules, and manages Library participation and presence at community events, including special promotions.
- Schedules Bibliobike events and requests for Bibliobike appearances, including communications with co-sponsoring organizations.
- Develops, implements, and continuously improves a comprehensive library programming strategy that ensures the quality and integrity of programs, serves diverse community needs and populations, and advances the Library's mission and the strategic goals of the Library and City of Opelika. Initiates, plans, and executes large scale, innovative programs for all ages.
- Serves as the Library's programming subject matter expert by researching emerging trends, identifying innovative programming opportunities, and recommending new initiatives.

- Provides leadership in the development of programming competencies across the organization by mentoring staff, facilitating program planning, sharing best practices, and fostering innovation in public service programming.
- Serves as library liaison to the Friends of the Library.
- Collaborate with the Library Director and Library strategic team to develop long-range strategic initiatives, establish measurable objectives, and identify programming priorities that advance the library's mission, uses program participation data, community feedback, and performance metrics to evaluate services and recommend adjustments to improve effectiveness and community impact.
- Attends meetings to obtain or provide information relating to department plans, programs, procedures, and operations.
- Independently handles and manages large-scale, ongoing projects as assigned by the Library Director.
- Travels to represent the Opelika Library at various events. Attend workshops, training seminars, and events to improve technical or professional skills.
- Operates a motor vehicle to transport self and supplies to and from city events and may experience exposure to vehicular traffic.
- Other duties as assigned.
- Regularly attends work, to include special/public events and meetings which occur during the evenings and/or on weekends.

Marginal Job Functions

- Moves about the office to access and transport files, publications, office materials, and supplies weighing up to 10 lbs.
- Other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

Employment Policy

The City of Opelika is an Equal Opportunity and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-5130 or at ADA@opelika-al.gov.

RESOLUTION NO. _____

**RESOLUTION RECLASSIFYING THE PAY GRADE FOR THE
CLASSIFICATION OF DIRECTOR OF OPELIKA POWER SERVICES**

WHEREAS, the Mayor and staff recommend that the job classification for the position of OPS Director be revised as provided below; and

WHEREAS, the Mayor and staff recommend that the position be reclassified from a contractual service position to a classified service position (exempt) at Pay Grade 129.

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

1. That the position of OPS Director, now designated as a contractual service position in the Opelika Power Services Department, is hereby reclassified as a classified service position at Pay Grade 129. This position is classified as exempt and is not subject to the Fair Labor Standards Act's overtime pay requirements.

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

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

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

ATTEST:

CITY CLERK

RESOLUTION NO. _____

RESOLUTION APPROVING NEW PAY PLANS FOR THE CITY OF OPELIKA

WHEREAS, the City of Opelika Personnel Policies and Procedures Manual, Section 11.5.1, states that the Mayor is responsible for the development and submission of necessary pay plans to the City Council for approval; and

WHEREAS, the last time the City updated its Pay Plan was 2024; and

WHEREAS, on November 5, 2024, the City Council of the City of Opelika (the “City”) approved Resolution No. 310-24, approving the conducting of a Compensation Study to include all City employees (the “Study”), with the intent of updating the Employee Pay Plan; and

WHEREAS, Evergreen Solutions, LLC (“Evergreen”) was retained by the City to conduct the Study; and

WHEREAS, in performance of this study, Evergreen conducted employee market surveys, reviewed and analyzed current employee classifications, duties, compensations and position policies and evaluated feedback from Department Heads and supervisors; and

WHEREAS, Evergreen also conducted a market analysis that compared the City’s positions to up to fifteen (15) market peers; and

WHEREAS, upon review of all information, Evergreen concluded that one hundred twenty-eight (128) classifications have average salaries below their respective market range; and

WHEREAS, Evergreen compiled its methodology, findings, conclusions and recommendation in the Compensation Study for the City of Opelika (the “Evergreen Report”); and

WHEREAS, the Evergreen Report recommended that the compensation for all employees found to be below the minimum of the ranges in the new Pay Plans be raised to the

minimum of the corresponding range; and

WHEREAS, the Evergreen Report recommended that the City update and adjust its Pay Plan; and

WHEREAS, based upon the results and recommendations of the Evergreen Study, Evergreen has prepared and the Mayor has submitted to the City Council four (4) new Pay Plans (General, OPS, Police and Fire) with a combined total of 98 unique pay grades; and

WHEREAS, the Mayor and the Human Resources Director have recommended that the City Council adopt the four new Pay Plans and approve funding for said Pay Plans; and

WHEREAS, the City Council believes that it is in the City's best interest to update the Pay Plan to ensure that City employees are compensated competitively based on market data to meet recruitment and retention goals; and

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

Section 1. Recitals. The above recitals are hereby confirmed, adopted and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Pay Plans. The four new Pay Plans attached hereto and incorporated herein as Exhibits "A", "B", "C" and "D" are hereby approved.

Section 3. Approval of Job Classification Table. The Council hereby approves the job classification table assigning pay grades to classifications attached hereto and incorporated herein as Exhibit "E".

Section 4. Pay Plan Adjustment. Beginning the First Pay Period of December 2026, and for every annual anniversary thereafter, the minimum, midpoint and maximum of all pay ranges in the four new Pay Plans for all employees shall be adjusted, based on the percent

changes (whether up or down) in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Southeast, Auburn/Opelika Government, in effect as of September of the then current calendar year over the Consumer Price Index in effect as of September of the prior calendar year.

Section 5. Placement of Employees in Pay Range. The Mayor and Human Resources Director shall place current employees, on a case-by-case basis, within their new pay ranges based on their experience, skills, job performance, time spent in current classification and internal equity compared to other employees in similar positions. In the actual implementation of the Pay Plans, no employee shall receive a reduction in pay.

Section 6. Authorization. The Mayor, City Administrator, Human Resources Director and Controller are hereby authorized to implement the new Pay Plans and to expend appropriated funds in furtherance thereof. This authorization includes, without limitation, the ability to address errors, omissions and inconsistencies, associated with personnel compensation directly or indirectly affected by the Pay Plans, by adjusting said compensation to such an amount as would fall within the approved pay ranges.

Section 7. Implementation. The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other contracts, 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.

Section 8. Appropriation. The budgeted funding for implementation of this Resolution shall come from the Unassigned Fund Balance.

Section 9. Effective Date. 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

Grade	Minimum	Midpoint	Maximum
101	\$ 34,917.00	\$ 45,392.10	\$ 55,867.20
102	\$ 36,662.85	\$ 47,661.71	\$ 58,660.56
103	\$ 38,495.99	\$ 50,044.79	\$ 61,593.59
104	\$ 40,420.79	\$ 52,547.03	\$ 64,673.27
105	\$ 42,441.83	\$ 55,174.38	\$ 67,906.93
106	\$ 44,563.92	\$ 57,933.10	\$ 71,302.28
107	\$ 46,792.12	\$ 60,829.76	\$ 74,867.39
108	\$ 49,131.73	\$ 63,871.24	\$ 78,610.76
109	\$ 51,588.31	\$ 67,064.81	\$ 82,541.30
110	\$ 54,167.73	\$ 70,418.05	\$ 86,668.36
111	\$ 56,876.11	\$ 73,938.95	\$ 91,001.78
112	\$ 59,719.92	\$ 77,635.90	\$ 95,551.87
113	\$ 62,705.92	\$ 81,517.69	\$ 100,329.46
114	\$ 66,468.27	\$ 86,408.75	\$ 106,349.23
115	\$ 70,456.37	\$ 91,593.28	\$ 112,730.19
116	\$ 74,683.75	\$ 97,088.87	\$ 119,494.00
117	\$ 79,164.77	\$ 102,914.21	\$ 126,663.64
118	\$ 83,914.66	\$ 109,089.06	\$ 134,263.46
119	\$ 88,949.54	\$ 115,634.40	\$ 142,319.26
120	\$ 92,507.52	\$ 122,572.47	\$ 152,637.41
121	\$ 98,520.51	\$ 130,539.68	\$ 162,558.84
122	\$ 104,924.34	\$ 139,024.75	\$ 173,125.17
123	\$ 111,744.43	\$ 148,061.36	\$ 184,378.30
124	\$ 119,007.81	\$ 157,685.35	\$ 196,362.89
125	\$ 126,743.32	\$ 167,934.90	\$ 209,126.48
126	\$ 134,981.64	\$ 178,850.67	\$ 222,719.70
127	\$ 143,755.44	\$ 190,475.96	\$ 237,196.48
128	\$ 153,099.55	\$ 202,856.90	\$ 252,614.25
129	\$ 167,747.05	\$ 218,071.17	\$ 268,395.28
130	\$ 180,328.08	\$ 234,426.50	\$ 288,524.93
131	\$ 193,852.69	\$ 252,008.49	\$ 310,164.30
132	\$ 208,391.64	\$ 270,909.13	\$ 333,426.62

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum
101	\$ 16.79	\$ 21.82	\$ 26.86
102	\$ 17.63	\$ 22.91	\$ 28.20
103	\$ 18.51	\$ 24.06	\$ 29.61
104	\$ 19.43	\$ 25.26	\$ 31.09
105	\$ 20.40	\$ 26.53	\$ 32.65
106	\$ 21.42	\$ 27.85	\$ 34.28
107	\$ 22.50	\$ 29.25	\$ 35.99
108	\$ 23.62	\$ 30.71	\$ 37.79
109	\$ 24.80	\$ 32.24	\$ 39.68
110	\$ 26.04	\$ 33.85	\$ 41.67
111	\$ 27.34	\$ 35.55	\$ 43.75
112	\$ 28.71	\$ 37.32	\$ 45.94
113	\$ 30.15	\$ 39.19	\$ 48.24
114	\$ 31.96	\$ 41.54	\$ 51.13
115	\$ 33.87	\$ 44.04	\$ 54.20
116	\$ 35.91	\$ 46.68	\$ 57.45
117	\$ 38.06	\$ 49.48	\$ 60.90
118	\$ 40.34	\$ 52.45	\$ 64.55
119	\$ 42.76	\$ 55.59	\$ 68.42
120	\$ 44.47	\$ 58.93	\$ 73.38
121	\$ 47.37	\$ 62.76	\$ 78.15
122	\$ 50.44	\$ 66.84	\$ 83.23
123	\$ 53.72	\$ 71.18	\$ 88.64
124	\$ 57.22	\$ 75.81	\$ 94.41
125	\$ 60.93	\$ 80.74	\$ 100.54
126	\$ 64.90	\$ 85.99	\$ 107.08
127	\$ 69.11	\$ 91.57	\$ 114.04
128	\$ 73.61	\$ 97.53	\$ 121.45
129	\$ 80.65	\$ 104.84	\$ 129.04
130	\$ 86.70	\$ 112.71	\$ 138.71
131	\$ 93.20	\$ 121.16	\$ 149.12
132	\$ 100.19	\$ 130.24	\$ 160.30

OPS

Grade	Minimum	Midpoint	Maximum
200	\$ 51,588.31	\$ 67,064.80	\$ 82,541.30
201	\$ 60,512.50	\$ 75,640.63	\$ 90,768.75
202	\$ 65,958.63	\$ 82,448.28	\$ 98,937.94
203	\$ 71,894.90	\$ 89,868.63	\$ 107,842.35
204	\$ 78,365.44	\$ 97,956.80	\$ 117,548.16
205	\$ 81,500.06	\$ 101,875.08	\$ 122,250.09
206	\$ 84,760.06	\$ 105,950.08	\$ 127,140.09
207	\$ 88,150.46	\$ 110,188.08	\$ 132,225.70
208	\$ 91,676.48	\$ 114,595.60	\$ 137,514.73
209	\$ 95,343.54	\$ 119,179.43	\$ 143,015.31
210	\$ 99,157.28	\$ 123,946.61	\$ 148,735.93
211	\$ 103,123.58	\$ 128,904.47	\$ 154,685.36
212	\$ 107,248.52	\$ 134,060.65	\$ 160,872.78
213	\$ 111,538.46	\$ 139,423.07	\$ 167,307.69
214	\$ 116,000.00	\$ 145,000.00	\$ 174,000.00
215	\$ 120,640.00	\$ 150,800.00	\$ 180,960.00
216	\$ 125,465.60	\$ 156,832.00	\$ 188,198.40
217	\$ 134,875.52	\$ 168,594.40	\$ 202,313.28
218	\$ 144,991.18	\$ 181,238.98	\$ 217,486.77
219	\$ 155,865.52	\$ 194,831.90	\$ 233,798.28
220	\$ 167,555.43	\$ 209,444.29	\$ 251,333.15
221	\$ 180,122.09	\$ 225,152.61	\$ 270,183.14
222	\$ 193,631.25	\$ 242,039.06	\$ 290,446.87
223	\$ 208,153.59	\$ 260,191.99	\$ 312,230.39

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum
200	\$ 24.80	\$ 32.24	\$ 39.68
201	\$ 29.09	\$ 36.37	\$ 43.64
202	\$ 31.71	\$ 39.64	\$ 47.57
203	\$ 34.56	\$ 43.21	\$ 51.85
204	\$ 37.68	\$ 47.09	\$ 56.51
205	\$ 39.18	\$ 48.98	\$ 58.77
206	\$ 40.75	\$ 50.94	\$ 61.13
207	\$ 42.38	\$ 52.98	\$ 63.57
208	\$ 44.08	\$ 55.09	\$ 66.11
209	\$ 45.84	\$ 57.30	\$ 68.76
210	\$ 47.67	\$ 59.59	\$ 71.51
211	\$ 49.58	\$ 61.97	\$ 74.37
212	\$ 51.56	\$ 64.45	\$ 77.34
213	\$ 53.62	\$ 67.03	\$ 80.44
214	\$ 55.77	\$ 69.71	\$ 83.65
215	\$ 58.00	\$ 72.50	\$ 87.00
216	\$ 60.32	\$ 75.40	\$ 90.48
217	\$ 64.84	\$ 81.05	\$ 97.27
218	\$ 69.71	\$ 87.13	\$ 104.56
219	\$ 74.94	\$ 93.67	\$ 112.40
220	\$ 80.56	\$ 100.69	\$ 120.83
221	\$ 86.60	\$ 108.25	\$ 129.90
222	\$ 93.09	\$ 116.36	\$ 139.64
223	\$ 100.07	\$ 125.09	\$ 150.11

POLICE				Annual Hours
Grade	Minimum	Midpoint	Maximum	2241.75
301	\$ 47,895.00	\$ 64,658.25	\$ 81,421.50	2241.75
302	\$ 50,289.75	\$ 67,891.16	\$ 85,492.58	2241.75
303	\$ 52,804.24	\$ 71,285.72	\$ 89,767.20	2241.75
304	\$ 55,444.45	\$ 74,850.01	\$ 94,255.56	2241.75
305	\$ 58,216.67	\$ 78,592.51	\$ 98,968.34	2080
305	\$ 58,216.67	\$ 78,592.51	\$ 98,968.34	2241.75
306	\$ 61,127.51	\$ 82,522.13	\$ 103,916.76	2080
306	\$ 61,127.51	\$ 82,522.13	\$ 103,916.76	2241.75
307	\$ 64,183.88	\$ 86,648.24	\$ 109,112.60	2080
307	\$ 64,183.88	\$ 86,648.24	\$ 109,112.60	2241.75
308	\$ 67,393.07	\$ 90,980.65	\$ 114,568.23	2080
308	\$ 67,393.07	\$ 90,980.65	\$ 114,568.23	2241.75
309	\$ 70,762.73	\$ 95,529.68	\$ 120,296.64	2080
309	\$ 70,762.73	\$ 95,529.68	\$ 120,296.64	2241.75
310	\$ 74,300.86	\$ 100,306.17	\$ 126,311.47	2241.75
311	\$ 78,015.91	\$ 105,321.48	\$ 132,627.04	2241.75
312	\$ 81,916.70	\$ 110,587.55	\$ 139,258.40	2241.75
313	\$ 86,012.54	\$ 116,116.93	\$ 146,221.32	2241.75
313	\$ 86,012.54	\$ 116,116.93	\$ 146,221.32	2080
314	\$ 90,313.17	\$ 121,922.77	\$ 153,532.38	2080
315	\$ 94,828.82	\$ 128,018.91	\$ 161,209.00	2080
316	\$ 99,570.27	\$ 134,419.86	\$ 169,269.45	2080
317	\$ 104,548.78	\$ 141,140.85	\$ 177,732.92	2080
318	\$ 109,776.22	\$ 148,197.89	\$ 186,619.57	2080
319	\$ 115,265.03	\$ 155,607.79	\$ 195,950.55	2080
320	\$ 121,028.28	\$ 163,388.18	\$ 205,748.08	2080
321	\$ 130,105.40	\$ 175,642.29	\$ 221,179.18	2080
322	\$ 139,863.31	\$ 188,815.46	\$ 237,767.62	2080
323	\$ 150,353.05	\$ 202,976.62	\$ 255,600.19	2080
324	\$ 161,629.53	\$ 218,199.87	\$ 274,770.21	2080
325	\$ 173,751.75	\$ 234,564.86	\$ 295,377.97	2080
326	\$ 186,783.13	\$ 252,157.22	\$ 317,531.32	2080
327	\$ 200,791.86	\$ 271,069.02	\$ 341,346.17	2080

[illegible]

Grade	Minimum	Midpoint	Maximum
301	\$ 21.37	\$ 28.84	\$ 36.32
302	\$ 22.43	\$ 30.28	\$ 38.14
303	\$ 23.55	\$ 31.80	\$ 40.04
304	\$ 24.73	\$ 33.39	\$ 42.05
305	\$ 27.99	\$ 37.78	\$ 47.58
305	\$ 25.97	\$ 35.06	\$ 44.15
306	\$ 29.39	\$ 39.67	\$ 49.96
306	\$ 27.27	\$ 36.81	\$ 46.36
307	\$ 30.86	\$ 41.66	\$ 52.46
307	\$ 28.63	\$ 38.65	\$ 48.67
308	\$ 32.40	\$ 43.74	\$ 55.08
308	\$ 30.06	\$ 40.58	\$ 51.11
309	\$ 34.02	\$ 45.93	\$ 57.83
309	\$ 31.57	\$ 42.61	\$ 53.66
310	\$ 33.14	\$ 44.74	\$ 56.35
311	\$ 34.80	\$ 46.98	\$ 59.16
312	\$ 36.54	\$ 49.33	\$ 62.12
313	\$ 38.37	\$ 51.80	\$ 65.23
313	\$ 41.35	\$ 55.83	\$ 70.30
314	\$ 43.42	\$ 58.62	\$ 73.81
315	\$ 45.59	\$ 61.55	\$ 77.50
316	\$ 47.87	\$ 64.62	\$ 81.38
317	\$ 50.26	\$ 67.86	\$ 85.45
318	\$ 52.78	\$ 71.25	\$ 89.72
319	\$ 55.42	\$ 74.81	\$ 94.21
320	\$ 58.19	\$ 78.55	\$ 98.92
321	\$ 62.55	\$ 84.44	\$ 106.34
322	\$ 67.24	\$ 90.78	\$ 114.31
323	\$ 72.29	\$ 97.58	\$ 122.88
324	\$ 77.71	\$ 104.90	\$ 132.10
325	\$ 83.53	\$ 112.77	\$ 142.01
326	\$ 89.80	\$ 121.23	\$ 152.66
327	\$ 96.53	\$ 130.32	\$ 164.11

EFFECTIVE DATE 11/01/2025

FIRE

Grade	Minimum	Midpoint	Maximum
401	\$ 46,350.00	\$ 57,937.50	\$ 69,525.00
402	\$ 48,667.50	\$ 60,834.38	\$ 73,001.25
403	\$ 51,100.88	\$ 63,876.09	\$ 76,651.31
403	\$ 51,100.88	\$ 63,876.09	\$ 76,651.31
404	\$ 53,655.92	\$ 67,069.90	\$ 80,483.88
404	\$ 53,655.92	\$ 67,069.90	\$ 80,483.88
405	\$ 56,338.71	\$ 70,423.39	\$ 84,508.07
406	\$ 59,155.65	\$ 73,944.56	\$ 88,733.48
407	\$ 62,113.43	\$ 77,641.79	\$ 93,170.15
408	\$ 65,219.10	\$ 81,523.88	\$ 97,828.66
408	\$ 65,219.10	\$ 81,523.88	\$ 97,828.66
409	\$ 68,480.06	\$ 85,600.07	\$ 102,720.09
410	\$ 71,904.06	\$ 89,880.08	\$ 107,856.09
410	\$ 71,904.06	\$ 89,880.08	\$ 107,856.09
411	\$ 75,499.27	\$ 94,374.08	\$ 113,248.90
412	\$ 79,274.23	\$ 99,092.79	\$ 118,911.34
413	\$ 83,237.94	\$ 104,047.43	\$ 124,856.91
414	\$ 87,399.84	\$ 109,249.80	\$ 131,099.76
414	\$ 87,399.84	\$ 109,249.80	\$ 131,099.76
415	\$ 91,769.83	\$ 114,712.29	\$ 137,654.74
416	\$ 96,358.32	\$ 120,447.90	\$ 144,537.48
417	\$ 101,176.24	\$ 126,470.30	\$ 151,764.36
418	\$ 106,235.05	\$ 132,793.81	\$ 159,352.57
419	\$ 111,546.80	\$ 139,433.50	\$ 167,320.20
420	\$ 117,124.14	\$ 146,405.18	\$ 175,686.21
421	\$ 121,028.28	\$ 163,388.18	\$ 205,748.08
422	\$ 140,513.83	\$ 175,642.29	\$ 210,770.75
423	\$ 151,052.37	\$ 188,815.46	\$ 226,578.56
424	\$ 162,381.30	\$ 202,976.62	\$ 243,571.95
425	\$ 174,559.90	\$ 218,199.87	\$ 261,839.84
426	\$ 187,651.89	\$ 234,564.86	\$ 281,477.83
427	\$ 201,725.78	\$ 252,157.22	\$ 302,588.67

Annual Hours
2928.12
2928.12
2928.12
2080
2928.12
2080
2928.12
2928.12
2928.12
2928.12
2080
2928.12
2928.12
2928.12
2928.12
2080
2928.12
2080
2080
2080
2080
2080
2080
2080
2080
2080
2080
2080
2080
2080
2080

Grade	Minimum	Midpoint	Maximum
401	\$ 15.83	\$ 19.79	\$ 23.74
402	\$ 16.62	\$ 20.78	\$ 24.93
403	\$ 24.57	\$ 30.71	\$ 36.85
403	\$ 17.45	\$ 21.81	\$ 26.18
404	\$ 25.80	\$ 32.25	\$ 38.69
404	\$ 18.32	\$ 22.91	\$ 27.49
405	\$ 19.24	\$ 24.05	\$ 28.86
406	\$ 20.20	\$ 25.25	\$ 30.30
407	\$ 21.21	\$ 26.52	\$ 31.82
408	\$ 31.36	\$ 39.19	\$ 47.03
408	\$ 22.27	\$ 27.84	\$ 33.41
409	\$ 23.39	\$ 29.23	\$ 35.08
410	\$ 34.57	\$ 43.21	\$ 51.85
410	\$ 24.56	\$ 30.70	\$ 36.83
411	\$ 25.78	\$ 32.23	\$ 38.68
412	\$ 27.07	\$ 33.84	\$ 40.61
413	\$ 28.43	\$ 35.53	\$ 42.64
414	\$ 42.02	\$ 52.52	\$ 63.03
414	\$ 29.85	\$ 37.31	\$ 44.77
415	\$ 44.12	\$ 55.15	\$ 66.18
416	\$ 46.33	\$ 57.91	\$ 69.49
417	\$ 48.64	\$ 60.80	\$ 72.96
418	\$ 51.07	\$ 63.84	\$ 76.61
419	\$ 53.63	\$ 67.04	\$ 80.44
420	\$ 56.31	\$ 70.39	\$ 84.46
421	\$ 58.19	\$ 78.55	\$ 98.92
422	\$ 67.55	\$ 84.44	\$ 101.33
423	\$ 72.62	\$ 90.78	\$ 108.93
424	\$ 78.07	\$ 97.58	\$ 117.10
425	\$ 83.92	\$ 104.90	\$ 125.88
426	\$ 90.22	\$ 112.77	\$ 135.33
427	\$ 96.98	\$ 121.23	\$ 145.48

EXHIBIT "E"

Department	Classification	Proposed Grade
ACCOUNTING	ACCOUNTANT	111
ACCOUNTING	ACCOUNTANT-PAYROLL SPECIALIST	110
ACCOUNTING	ACCT TECH II -ACCTS PAYABLE	105
ACCOUNTING	ACCT TECH II-ACCTS RECEIVABLE	105
ACCOUNTING	ASSISTANT CONTROLLER	124
ACCOUNTING	CONTROLLER	128
ACCOUNTING	SENIOR ACCOUNTANT	116
ADMINISTRATION	CITY ADMINISTRATOR	UNG
BUILDING INSPECTIONS	BUILDING INSPECTOR	112
BUILDING INSPECTIONS	CHIEF BUILDING INSPECTOR	123
BUILDING INSPECTIONS	PERMIT TECHNICIAN	105
COMMUNITY RELATIONS	COMMUNITY RELATIONS OFFICER	122
COMMUNITY RELATIONS	COMMUNITY RELATIONS SPECIALIST	111
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT DIRECTOR	UNG
ECONOMIC DEVELOPMENT	PROJECT MANAGER WORKFORCE DEVP	112
ECONOMIC DEVELOPMENT	SENIOR PROJECT MANAGER	113
ECONOMIC DEVELOPMENT	TALENT ATTR & RETENTION COORD	108
ENGINEERING	ADA COMPLIANCE OFFICER	114
ENGINEERING	ASSISTANT CITY ENGINEER	118
ENGINEERING	CITY ENGINEER	125
ENGINEERING	ENG STORMWATER COORDINATOR	114
ENGINEERING	REGISTERED LAND SURVEYOR	110
ENVIRONMENTAL SERVICES	ADMINISTRATIVE CLERK	107
ENVIRONMENTAL SERVICES	ANIMAL CONTROL OFFICER	105
ENVIRONMENTAL SERVICES	DIRECTOR OF OES	122
ENVIRONMENTAL SERVICES	KNUCKLEBOOM OPERATOR	106
ENVIRONMENTAL SERVICES	LEAD SWING DRIVER	109
ENVIRONMENTAL SERVICES	REFUSE EQUIPMENT OPERATOR	106
ENVIRONMENTAL SERVICES	SENIOR REFUSE EQUIP OPERATOR	108
ENVIRONMENTAL SERVICES	SOLID WASTE FLEET MAINT COORD	106
ENVIRONMENTAL SERVICES	SOLID WASTE SUPERINTENDENT	113

FIRE ADMINISTRATION	DEPUTY FIRE CHIEF	416
FIRE ADMINISTRATION	FIRE CAPTAIN ADMINISTRATION	410
FIRE ADMINISTRATION	FIRE CHIEF	421
FIRE ADMINISTRATION	FIRE FIGHTER ADMIN	404
FIRE ADMINISTRATION	FIRE INSPECTOR	110
FIRE ADMINISTRATION	FIRE LIEUTENANT ADMN	408
FIRE ADMINISTRATION	FIRE STAFF - BATTALION CHIEF	414
FIRE FIGHTING	BATTALION CHIEF/ASST CHIEF	413
FIRE FIGHTING	FF IN TRAIN CERT	403
FIRE FIGHTING	FF IN TRAIN NOT CERT	403
FIRE FIGHTING	FIRE CAPTAIN	409
FIRE FIGHTING	FIRE LIEUTENANT	407
FIRE FIGHTING	FIRE SERGEANT	405
FIRE FIGHTING	FIREFIGHTER	403
FIRE FIGHTING	FIREFIGHTER - NOT CERTIFIED	403
HUMAN RESOURCES	ADMIN ASSISTANT	105
HUMAN RESOURCES	HUMAN RESOURCES ANALYST	111
HUMAN RESOURCES	HUMAN RESOURCES DIRECTOR	125
INFORMATION TECHNOLOGY	ASST CIO/CISO	121
INFORMATION TECHNOLOGY	CIO/CISO	125
INFORMATION TECHNOLOGY	GEOGRAPHIC INFO OFFICER	118
INFORMATION TECHNOLOGY	GIS ASSOCIATE EXEMPT	110
INFORMATION TECHNOLOGY	IT INFRASTRUCTURE ENG	118
INFORMATION TECHNOLOGY	IT TECHNICAL SPECIALIST II	107
INFORMATION TECHNOLOGY	SOLUTIONS ARCHITECT	114
INFORMATION TECHNOLOGY	SR SYS ARCH/PROJ MGR	120
INFORMATION TECHNOLOGY	SYSTEM ADMINISTRATOR	112
INFORMATION TECHNOLOGY	SYSTEM ANALYST 2	114
LEGAL	CITY ATTORNEY	UNG
LEGAL	LEGAL SECRETARY	105
LEGISLATIVE	CITY CLERK/TREASURER	UNG
LIBRARY	ASSISTANT LIBRARY DIRECTOR	113
LIBRARY	CHILDREN'S SPECIALIST	108

LIBRARY	CIRCULATION SPECIALIST	108
LIBRARY	DIGITAL SERVICES SPECIALIST	108
LIBRARY	LIBRARY ASSISTANT I	104
LIBRARY	LIBRARY ASSISTANT II	105
LIBRARY	LIBRARY ASSISTANT III	107
LIBRARY	LIBRARY DIRECTOR	121
LIBRARY	LIBRARY TECHNICIAN	107
LIBRARY	PROGRAMMING & OUTREACH COORDINATOR	111
LIBRARY	YOUTH SPECIALIST	108
MAYOR'S OFFICE	ADMIN ASST TO MAYOR	110
MAYOR'S OFFICE	MAYOR	UNG
MUNICIPAL COURTS	MUN COURT CLERK/COURT ADMN	117
MUNICIPAL COURTS	MUNICIPAL COURT MAGISTRATE	106
OPD PUBLIC SAFETY COMM	COMM OPERATOR IN TRAINING	106
OPD PUBLIC SAFETY COMM	COMMUNICATIONS OPERATOR I	107
OPD PUBLIC SAFETY COMM	COMMUNICATIONS OPERATOR II	109
OPD PUBLIC SAFETY COMM	COMMUNICATIONS OPERATOR III	110
OPD STAFF SERVICES	ASST POLICE CHIEF	316
OPD STAFF SERVICES	BUILDING SERVICE WORKER	102
OPD STAFF SERVICES	BUILDING SERVICE WORKER II	104
OPD STAFF SERVICES	CHIEF OF POLICE	320
OPD STAFF SERVICES	COMMUNITY RELATIONS ADMIN	109
OPD STAFF SERVICES	IDENTIFICATION TECHNICIAN	104
OPD STAFF SERVICES	INMATE WK DETAIL-EVIDENCE CLK	103
OPD STAFF SERVICES	POL OFFICER IN TRAIN	303
OPD STAFF SERVICES	POLICE CAPTAIN	313
OPD STAFF SERVICES	POLICE LIEUTENANT	308
OPD STAFF SERVICES	POLICE MAJOR	314
OPD STAFF SERVICES	POLICE OFFICER I	304
OPD STAFF SERVICES	POLICE OFFICER II	305
OPD STAFF SERVICES	POLICE OFFICER IN TRAIN CERT	303
OPD STAFF SERVICES	POLICE RECORDS CLERK	103
OPD STAFF SERVICES	POLICE SERGEANT	306

OPD STAFF SERVICES	PUBLIC SAFETY CADET - FULL TIME	101
OPD STAFF SERVICES	SOCIAL WORK COORDINATOR	308
OPD STAFF SERVICES	SUPPLY CLERK	103
OPS ADMINISTRATION	ADMIN COORDINATOR	107
OPS ADMINISTRATION	DISTRIBUTION ENGINEERING REP	108
OPS ADMINISTRATION	LINE SUPERINTENDENT	212
OPS ADMINISTRATION	OPELIKA POWER SERVICE DIRECTOR	UNG
OPS ADMINISTRATION	SENIOR NETWORK ENGINEER	114
OPS ADMINISTRATION	WAREHOUSE TECHNICIAN	105
OPS CONSTRUCTION & IMPROVEMENT	APPRENTICE LINEMAN I	201
OPS CONSTRUCTION & IMPROVEMENT	APPRENTICE LINEMAN II	202
OPS CONSTRUCTION & IMPROVEMENT	APPRENTICE LINEMAN III	203
OPS CONSTRUCTION & IMPROVEMENT	APPRENTICE LINEMAN IV	204
OPS CONSTRUCTION & IMPROVEMENT	DISTRIBUTION SYSTEMS ENGINEER	121
OPS CONSTRUCTION & IMPROVEMENT	ELECTRONICS TECHNICIAN I	112
OPS CONSTRUCTION & IMPROVEMENT	FACILITIES MANAGER	117
OPS CONSTRUCTION & IMPROVEMENT	LINE FOREMAN I	210
OPS CONSTRUCTION & IMPROVEMENT	LINEMAN I	207
OPS CONSTRUCTION & IMPROVEMENT	LINEMAN II	208
OPS CONSTRUCTION & IMPROVEMENT	SENIOR ELECTRONICS TECHNICIAN	115
OPS CONSTRUCTION & IMPROVEMENT	SUBSTATION LINEMAN I	208
OPS CONSTRUCTION & IMPROVEMENT	WORKFLOW COORDINATOR	110
OPS CUSTOMER SERVICE	CUSTOMER SERVICE REP	105
OPS CUSTOMER SERVICE	CUSTOMER SERVICE REP II	106
OPS CUSTOMER SERVICE	MANAGER OF ADMN SERVICES	116
OPS CUSTOMER SERVICE	SENIOR UTILITY BILLING TECH	107
P&R COVINGTON POOL	P&R AREA MANAGER	110
P&R DENSON RECREATION AREA	PARKS & REC CENTER ASSISTANT	105
P&R DENSON RECREATION AREA	RECEPTIONIST	102
P&R DENSON RECREATION AREA	TUMBLING MANAGER	105
P&R GENERAL ADMINISTRATION	ASSISTANT ATHLETICS COORD	106
P&R GENERAL ADMINISTRATION	ASSISTANT PKS & REC DIRECTOR	115
P&R GENERAL ADMINISTRATION	ATHLETICS COORDINATOR	110

P&R GENERAL ADMINISTRATION	HEAD SWIM COACH	UNG
P&R GENERAL ADMINISTRATION	P&R MARKETING/MEMBERSHIP COORD	107
P&R GENERAL ADMINISTRATION	PARKS & REC DIRECTOR	121
P&R SPORTSPLEX	ADULT ACTIVITIES COORDINATOR	107
P&R SPORTSPLEX	AQUATICS COORDINATOR	111
P&R SPORTSPLEX	ASSISTANT SWIMMING COACH	105
P&R SPORTSPLEX	CENTER SUPERVISOR	106
P&R SPORTSPLEX	FITNESS COORDINATOR	107
P&R SPORTSPLEX	FITNESS TRAINER	105
P&R SPORTSPLEX	MAINTENANCE COORDINATOR	106
P&R SPORTSPLEX	MEMBERSHIP COORD/SUPPORTWORKER	106
P&R SPORTSPLEX	PROGRAMS & SPECIAL EVENTS COOR	110
P&R SPORTSPLEX	RECREATION CUSTOMER SER REP	105
P&R SPORTSPLEX	SPORTSPLEX MANAGER	111
P&R SPRINGVILLA	SPRINGVILLA MANAGER	105
P&R TENNIS CENTER	TENNIS PRO	101
PLANNING	ASSISTANT PLANNING DIRECTOR	119
PLANNING	COMMUNITY DEVELOPMENT ADMN	110
PLANNING	PLANNER	110
PLANNING	PLANNING AND ZONING TECHNICIAN	106
PLANNING	PLANNING DIRECTOR	124
PROBATION OFFICER	PROBATION OFFICER	107
PROBATION OFFICER	SENIOR PROBATION OFFICER	108
PURCHASING	BUYER I	107
PURCHASING	BUYER II	109
PURCHASING	PURCHASING/REV & CODES DIR	120
PURCHASING	PURCHASING/REV MANAGER	125
PURCHASING	STORES MANAGER	106
REVENUE	CODE COMPLIANCE OFFICER	107
REVENUE	REVENUE ASSISTANT	106

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2014 Ford F150	87002944

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

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 -----
Lisa Harrelson	Planning	\$ 200.64
Grace Dickerson	Economic Development	\$ 462.08

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

8/28/2026

Name Grace Dickerson

Department Econ Dev

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
8/26/2026	Nashville from City Hall					231.04						231.04
8/28/2026	City Hall from Nashville					231.04						231.04
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	462.08	0.00	0.00	0.00	0.00	0.00	462.08

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
					100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

Economic Development

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL: TO[illegible][illegible]

SIGNATURE

APPROVED BY

NAME

Lisa Harrelson

DEPARTMENT

Planning/Community Development

EXPENSE REPORT

PERIOD ENDING

8/28/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED 8/16/2026	Travel <i>ENTERPRISE, AL</i>					100.32						100.32
THU												0.00
FRI 8/19/2026	Travel <i>OPELIKA, AL</i>					100.32						100.32
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	200.64	0.00	0.00	0.00	0.00	0.00	200.64

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

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Main Street Conference-Anniston AL

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
8/19/26	milage (132 miles) @ .76/mi	100.32
8/21/26	milage (132 miles) @ .76/mi	100.32
	TOTAL	200.64

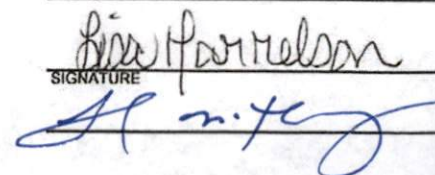
ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Lisa Harrelson

Department Planning/Community Dev

SIGNATURE



RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Employer's Child Care Alliance, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified, and confirmed,

2) That Eddie Smith, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Employer's Child Care Alliance, and retain one copy.

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

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

Attest:

Russell A. Jones, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the “CITY”, and Employers’ Child Care Alliance, a 501(c)(3) corporation, hereinafter referred to as “ECCA”, on this the 1st day of October, 2025.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2025, and ending the 30th day of September, 2026.
2. During the term of this contract, ECCA agrees to provide the following services:
 - Child Care Resource and Referral services for City of Opelika (including employee families moving to the top of waiting list at participating child care centers), and data base search of child care for the Opelika Police Department.
 - Quality Enhancement Partnership-City of Opelika helps sponsor a child care program where city employee families’ children are enrolled, providing free training scholarships for teachers and the program’s participation in the STEPS to Accreditation program.
 - Non-Standard Child Care – continuation of recruitment program of child care providers for types of care outside the typical 7:00 – 5:00 care; development of child care referral listing for evening, back-up and mildly ill care.
 - ECCA Management-overall management services for all project development, implementation and expansion.
 - Family Resource Center – Child Care Resource Center (CCRC) in partnership with Employers’ Child Care Alliance, has recently opened a Family Resource Center located in Opelika. The Family Resource Center will serve to reconnect families with their community through seamless services, education and awareness.
3. As compensation for the services rendered hereunder, the City agrees to pay to ECCA, for the term of this agreement the sum of \$20,000.00 payable in lump sum upon approval and execution of this contract.
4. ECCA shall maintain records as to all costs and expenses incurred in performing the services listed above. ECCA shall provide the City, upon written request by the City to ECCA, a full and accurate accounting, with such detail as the City may

reasonably require, of all expenditures incurred by ECCA in performing such services. ECCA shall furnish to the City copies of invoices relating to such expenditures. ECCA will also retain all records related to Program Funding until October 1, 2027.

5. The City may perform an audit of the records of ECCA 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 ECCA and the City. While conducting an audit of ECCA'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, ECCA 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 ECCA of such non-compliance.
6. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
7. ECCA agrees to comply with all local, state, and federal laws while performing under the terms of this Contract.
8. ECCA 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. ECCA 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 ECCA are performed, but on the contrary, ECCA 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. ECCA agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
11. ECCA shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
12. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

13. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
14. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

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

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

Russell A. Jones, MMC
City Clerk

Employers' Child Care Alliance

BY:  _____
ECCA Manager

ATTEST:



Witness

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
FOR NATIONAL NIGHT OUT 2026 IN THE CITY OF
OPELIKA, ALABAMA ON OCTOBER 6, 2026**

WHEREAS, on Tuesday, October 7, 2025, the City of Opelika and Concerned Citizens of Opelika are joining with law enforcement agencies, communities and business organizations throughout the nation to sponsor the Annual National Night Out, a unique nationwide crime prevention program; and

WHEREAS, National Night Out is an evening for America to stand together and promote awareness, safety and neighborhood unity; and

WHEREAS, National Night Out is designed to heighten crime prevention awareness; generate support for, and participation in, local anticrime efforts; strengthen neighborhood spirit and police-community partnerships; and spend the evening outside with their neighbors and police officers; and

WHEREAS, President and Ward 1 Council member George Allen, Ward 2 Council member Janataka Hughley-Holmes, Ward 3 Council member Leigh Whatley, President Pro-Tem and Ward 4 Council member Chuck Beams, and Ward 5 Council member Todd Rauch wish to appropriate \$250.00 each from their respective discretionary funds in order to assist with the event.

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

1. That the City Council hereby approves a special appropriation in the amount of \$1,250.00 to assist with the Annual National Night Out to be held on October 6, 2026.
2. That the Mayor and the Controller are hereby authorized to transfer the sum of

\$250.00 each from the respective discretionary fund accounts of George Allen, Ward 1; Janataka Hughley-Holmes, Ward 2; Leigh Whatley, Ward 3; Chuck Beams, Ward 4; and Todd Rauch, Ward 5.

3. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by promoting neighborhood unity and encouraging strong relationships between local community members and law enforcement agencies that will help strengthen community safety throughout the year.

4. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to move \$250 from each council member's current or reserve discretionary fund, to the appropriate account in fiscal year 2027, to carry into effect the intent of this Resolution.

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

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

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

ATTEST:

CITY CLERK

RESOLUTION NO. _____

WHEREAS, the Opelika City Council fully supports the Opelika Parks & Recreation department in providing a Health Fair in 2026 in conjunction with the AU School of Nursing at the Opelika Sportsplex; and

WHEREAS, the Parks and Recreation department will be hosting said event and is in need of additional funds in covering the expenses involved in providing a Health Fair to the citizens of Opelika; and

WHEREAS, all five Council members have agreed to contribute \$600.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of \$3,000.00 to the Parks and Recreation department to assist in covering the various expenses in hosting a Health Fair for the Opelika citizens.
2. That City Council members wish to provide \$600.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

George Allen	Ward 1	Current fund.	\$600.00
Janataka Holmes	Ward 2	Reserve fund.	\$600.00
Leigh Whatley	Ward 3	Reserve fund.	\$600.00
Chuck Beams	Ward 4	Reserve fund.	\$600.00
Todd Rauch	Ward 5	Reserve fund.	\$600.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$3,000.00 from the specific fund or account as designated in No. 2 above to the appropriate account in the Parks & Recreation budget for fiscal year 2027.
5. The Opelika Parks & Receptions Director will insure that these funds are made available to the appropriate person(s) and spent as designated above by the Opelika City Council.

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

Attest:

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

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

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

1) That the Mayor and the Controller are hereby authorized and directed to make the necessary budget adjustment(s) so the remaining current year balance of each City Council discretionary account, for fiscal year 2025-2026, as detailed below, is moved to the appropriate reserve account for each Ward:

Ward I	-	\$ 100.00	Misc. Projects, current year balance.
Ward II	-	\$ 1,748.00	Misc. Projects, current year balance.
Ward III	-	\$ 526.00	Misc. Projects, current year balance.
Ward IV	-	\$ 586.00	Misc. Projects, current year balance.
Ward V	-	\$ 5,548.00	Misc. Projects, current year balance.

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

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

Attest:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING ENCROACHMENT AGREEMENT
WITH THE EAST ALABAMA HEALTH CARE AUTHORITY**

WHEREAS, The East Alabama Health Care Authority, an Alabama healthcare authority (hereinafter referred to as “EAHCA”) is the owner of the property described as:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, OPELIKA, LEE COUNTY, ALABAMA THENCE NORTH 00°40'45" WEST, A DISTANCE OF 2326.58 FEET TO A POINT LOCATED ON THE SOUTHERLY MARGIN OF 1ST AVENUE AND THE SOUTHWEST CORNER OF THE MEDICAL ARTS PARCEL MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE ALONG THE SOUTHERLY MARGIN OF SAID ROAD NORTH 73°12'12" EAST, A DISTANCE OF 66.31 FEET; THENCE SOUTH 46°37'29" EAST, A DISTANCE OF 16.26 FEET; THENCE NORTH 73°22'31" EAST, A DISTANCE OF 320.53 FEET; THENCE NORTH 46°37'29" WEST, A DISTANCE OF 17.37 FEET; THENCE SOUTH 73°12'12" WEST, A DISTANCE OF 319.97 FEET TO THE POINT OF BEGINNING.

Said property being further described as 122 N. 20th Street, Opelika, Alabama, 36801 (the “Property”) and

WHEREAS, the Property is encumbered by a right-of-way easement (the “Easement”) owned and maintained by the City of Opelika (the “City”); and

WHEREAS, EAHCA has heretofore applied to the City for permission to construct a parking lot with landscaping on or adjacent to the Property; and

WHEREAS, a portion of the parking lot and/or landscaping will encroach upon the Easement; and

WHEREAS, the Owners have requested the consent of the City to encroach over, upon and across a portion of the Easement; and

WHEREAS, a proposed Encroachment Agreement (the “Agreement”) by and between the City and EAHCA has been prepared and submitted to the City Council for approval; and

WHEREAS, the City Council is willing to allow said encroachment under the terms and conditions of the Agreement.

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

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

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

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

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

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

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

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama Municipal corporation ("City"), and **THE EAST ALABAMA HEALTH CARE AUTHORITY**, an Alabama healthcare authority, ("EAHCA").

WITNESSETH:

WHEREAS, EAHCA is the sole fee simple title holder of certain real property situated, lying, and being in the City of Opelika, Lee County, Alabama, physically located at 122 N. 20th Street, and more particularly described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, OPELIKA, LEE COUNTY, ALABAMA THENCE NORTH 00°40'45" WEST, A DISTANCE OF 2326.58 FEET TO A POINT LOCATED ON THE SOUTHERLY MARGIN OF 1ST AVENUE AND THE SOUTHWEST CORNER OF THE MEDICAL ARTS PARCEL MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE ALONG THE SOUTHERLY MARGIN OF SAID ROAD NORTH 73°12'12" EAST, A DISTANCE OF 66.31 FEET; THENCE SOUTH 46°37'29" EAST, A DISTANCE OF 16.26 FEET; THENCE NORTH 73°22'31" EAST, A DISTANCE OF 320.53 FEET; THENCE NORTH 46°37'29" WEST, A DISTANCE OF 17.37 FEET; THENCE SOUTH 73°12'12" WEST, A DISTANCE OF 319.97 FEET TO THE POINT OF BEGINNING.

and being more particularly described in the deed recorded in the Office of the Judge of Probate of Lee County, Alabama, as attached hereto as **Exhibit A** ("Property"); and

WHEREAS, the City is the holder of, or maintains for public benefit, a public right-of-way, sidewalk corridor, and/or municipal utility easement ("Right-of-Way") running adjacent to, across, or within the boundaries of said Property; and

WHEREAS, EAHCA requests permission from the City to install, construct, position, and maintain a private structural improvement consisting specifically of:

A parking lot and landscaping, referred-to herein as the/an ("Encroachment"), which physically encroaches into and upon the City's Right-of-Way, as explicitly delineated on the survey map/site plan attached hereto as **Exhibit A**; and

WHEREAS, the City of Opelika, with approval from the City Engineering Department, is willing to permit the presence of said Encroachment within the Right-of-Way strictly on a permissive, temporary, and revocable basis, subject to the conditions herein;

NOW, THEREFORE, for and in consideration of the premises, of the mutual covenants and obligations contained herein and of other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Revocable Encroachment Authorization

The City hereby grants to EAHCA a non-exclusive, personal, and revocable permit to construct, locate and maintain the Encroachment within the Right-of-Way. This Agreement does not grant, convey, nor imply any property rights, title, adverse possession rights, prescriptive nor permanent easement interests in the Right-of-Way to the EAHCA. EAHCA agrees never to assail, resist or deny the City's interest, right, title, each or all of them. The Agreement does not create an assignment by the City, actual or implied, of any of the City's interests or any vested rights in favor of EAHCA.

2. Construction, Maintenance and Safety Compliance

EAHCA shall assume all responsibility and cost for the safe operation, continuous maintenance, and physical upkeep of the Encroachment. The Encroachment must be constructed and maintained in a manner that does not interfere with vehicular or pedestrian traffic, sight distance triangles, public safety and maintains compliance with Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, all applicable municipal stormwater systems managed under the City's Storm Water Management Plan and all municipal ordinances, building codes.

2.1 Construction Activities. EAHCA shall comply with all laws pertaining to construction on public property and, notwithstanding the EAHCA's indemnification of the City as set forth herein, no construction activity will increase or create the City's liability to third parties at any time. EAHCA is responsible for obtaining any necessary permits prior to performing any work on the Encroachment. All work including, but not limited to excavations by EAHCA on or within the Encroachment area and public right-of-way shall be properly safeguarded for the prevention of accidents and at all times during such work or at such other times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the public right-of-way, EAHCA shall provide and maintain sufficient barriers, danger signals, lanterns, detours and take such other measures or precautions as the City shall reasonably require. EAHCA is required to locate underground utility services prior to commencing any excavation and to prevent any infrastructure service damage or interruption.

2.2. Utilities. EAHCA shall pay all charges for services or utilities furnished or used in connection with its use and construction of the Encroachment, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the City.

3. Subordination to City and Utility Requirements

This Agreement is fully subordinate to the rights and needs of the City of Opelika and any authorized public utility providers. If the City, its Licensees or Franchisees need to access, expand, repair, or maintain infrastructure within the Encroachment portion of its Right-of-Way,

EAHCA shall, upon written demand, remove the Encroachment immediately at EAHCA's sole expense. If the EAHCA fails to do so, the City shall remove the Encroachment and the EAHCA shall be exclusively responsible to reimburse the City for the costs thereof. The City shall not be liable for any damage to the Encroachment resulting from necessary routine maintenance or emergency right-of-way work, installation and/or repair.

4. Indemnification and Hold Harmless

EAHCA agrees to protect, defend, indemnify, and hold harmless the City of Opelika, its elected officials, officers, employees, contractors, boards, commissions and agents from any and all claims, liabilities, losses, damages, injuries or death to persons or property arising out of or resulting from the construction, maintenance, presence, use, existence or removal of the Encroachment. In the event of any related suit, claim or action against the City which triggers the provisions of this paragraph, the City shall be defended by a licensed attorney approved and chosen exclusively by the City. The terms of this paragraph shall remain in effect and survive the expiration or termination of this Agreement without limitation.

5. Termination and Restoration

The City of Opelika reserves the right to terminate this license at any time, with or without cause, by providing thirty (30) days written notice to the EAHCA. Upon receiving notice of termination, EAHCA shall promptly remove the Encroachment and restore the Right-of-Way to a clean, graded condition acceptable to, and approved by, the Opelika Engineering Department.

6. Covenant Running with the Land

This Agreement shall be recorded in the Office of the Judge of Probate of Lee County, Alabama. The benefits, burdens, and obligations herein shall constitute a covenant running with the land and shall be binding upon the EAHCA, their heirs, executors, administrators, successors in title, assigns and any future buyers or transferees of the Property, in addition, subordinate and subject to the terms and conditions of any existing easements, covenants and rights of way.

7. No Liens. EAHCA shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on or to the Encroachment and for all materials furnished for or in connection with such work. EAHCA shall keep the Licensed Area free from any mechanics' liens, vendor's liens or any other liens arising out of any work performed, materials furnished or obligations incurred by EAHCA.

8. Risk Mitigation. The EAHCA shall exercise the rights, privileges and permission granted herein exclusively at EAHCA's own risk.

9. Termination. This Agreement and the License herein granted to EAHCA may be terminated by either party for any reason or no reason upon giving sixty (60) days written notice. In addition, this Agreement may be terminated by the City upon thirty (30) days written notice to EAHCA of a breach of any term or condition of this Agreement. No notice is required by the City in an emergency as determined exclusively by the City.

10. Removal of Encroachments upon Termination. At such time as this Agreement and License herein granted to EAHCA is terminated, EAHCA shall remove, at the EAHCA's sole cost and expense, any and all encroachments or improvements on or maintained by EAHCA in the City's right-of-way, at the sole and exclusive discretion of the City.

11. Breach and Limitation of Damages. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to EAHCA for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by EAHCA against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of EAHCA relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from EAHCA reasonable attorney's fees.

12. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:
Mayor
City of Opelika
P.O. Box 390
Opelika, AL 36803

To the EAHCA:
Laura D. Grill
East Alabama Health Care Authority
2000 Pepperell Parkway
Opelika, AL 36801

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following the mailing. Notices personally delivered shall be deemed to have been given upon delivery.

13. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

14. No Personal Liability. No official, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

15. Severability. The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

16. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Alabama. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License Agreement shall be in the Circuit Court of Lee County, Alabama.

17. References in Agreement. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa.

18. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

20. Binding Agreement on the Parties. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

21. Entire Agreement. This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

22. Modification. This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2026.

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC
CITY CLERK

**THE EAST ALABAMA
HEALTH CARE AUTHORITY,
an Alabama healthcare authority**

By: _____
Laura D. Grill
Its: President

**STATE OF ALABAMA
COUNTY OF LEE**

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **LAURA D. GRILL** whose name as President of The East Alabama Healthcare Authority, an Alabama healthcare authority, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she, as such officer and with full authority, executed the same voluntarily for and as the act of said healthcare authority on the day the same bears date.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

RESOLUTION NO. Click or tap here to enter text.

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT**

509 1st Avenue; Parcel # 43-10-03-07-1-002-128.000

WHEREAS the weed nuisance growing upon or in front of the property located at 509 1st Avenue, Parcel # 128.000 has been removed as provided for and required by law; and

WHEREAS the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 509 1st Avenue a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on 9/15/2026 at 6:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$1344.32 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 509 1st Avenue Parcel no.128.000, Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above reference property.
3. The tax identification number for said parcel(s) of land is 43-10-03-07-1-002-128.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/2/2026

LORETTA WANAT
11090 WOODRUFF ROAD
FAIRBURN, GA 30213

Parcel # 43-10-03-07-1-002-128.000

On 5/21/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/25/2025 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 1322.90
Certified Mail:	\$ 10.44 + \$10.98 = \$21.42
Regular Mail:	\$ 0
Total:	\$ 1344.32

RESOLUTION NO.

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT**

208 Cedar Creek Drive; Parcel # 43-03-09-30-0-000-122.000

WHEREAS the weed nuisance growing upon or in front of the property located at 208 Cedar Creek Drive, Parcel # 122.000 has been removed as provided for and required by law; and

WHEREAS the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 208 Cedar Creek Drive copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on 09/15/2026 at 6:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$1403.86 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 208 Cedar Creek Drive Parcel no.43-03-09-30-0-000-122.000, Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above reference property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-122.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/2/2026

To: ZAKJEVSKII VIATCHESLAV V & DOLGOUNITCHEVA
208 CEDAR CREEK DRIVE
OPELIKA, AL 36801

Parcel # 03-09-30-0-000-122.000

On 7/22/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/26/2025 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 1381.90
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 1403.86

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT**

1520 Clanton St; Parcel # 43-10-04-18-4-000-040.000

WHEREAS the weed nuisance growing upon or in front of the property located at 1520 Clanton St, 040.000 has been removed as provided for and required by law; and

WHEREAS the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located 1520 Clanton St copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on the 15th of September 2026, at 6:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$286.96 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 1520 Clanton St Parcel no. 040.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above reference property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-4-000-040.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/1/2026

To: Secretary Of Veterans Affairs
3401 West End AVE 760W
Nashville, TN 37203

Parcel # 43-10-04-18-4-000-040.000

On 7/16/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/31/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 265.00
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 286.96

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT**

1408 Magnolia St; Parcel # 43-10-04-18-1-002-079.000

WHEREAS the weed nuisance growing upon or in front of the property located at 1408 Magnolia St, 079.000 has been removed as provided for and required by law; and

WHEREAS the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located 1408 Magnolia St copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, on the 15th of September 2026, at 6:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$355.96 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 1408 Magnolia St Parcel no. 079.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above reference property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-1-002-079.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 9/1/2026

To: Thomas E Willie M P Pollard
PO Box 2643
Opelika, AL 36803

Parcel # 43-10-04-18-1-002-079.000

On 7/9/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 8/31/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	\$ 334.00
Certified Mail:	\$ 21.96
Regular Mail:	\$ 0
Total:	\$ 355.96

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE
ZONING ORDINANCE 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. Amendment. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respect:

(a) That **Section 2.2 DEFINITIONS** is further amended to add the following definitions of “Tobacco-Vape Store”, “Hemp Store”, “Pharmacy-Hemp Store” and “Grocery Store With Hemp Sales”.

TOBACCO-VAPE STORE—A business establishment utilized primarily for the sale of tobacco, hookah, or electronic smoking device products and accessories, or any combination thereof, and in which the sale of other products is merely incidental.

HEMP STORE—A package liquor store or other business establishment with a Consumable Hemp Products Specialty Retailer License from the ABC Board to sell consumable hemp.

PHARMACY-HEMP STORE—A pharmacy licensed by the Alabama State Board of Pharmacy with a Consumable Hemp Product Pharmacy License from the ABC Board to sell consumable hemp.

GROCERY STORE WITH HEMP SALES—A grocery store with a Consumable Hemp Products Retail Food Store License from the ABC Board to sell consumable hemp and that dedicates: (i) a minimum of 75 percent of the store’s selling area to the sale of food items listed in this subdivision; and (ii) at least 14,000 square feet of the store’s footprint to the sale of food items.

(b) That the use categories in the matrix table in Section 7.3, as amended, are further amended to provide for the use categories of “Tobacco-Vape Store”, “Hemp Store”, “Pharmacy-Hemp Store” and “Grocery Store with Hemp Sales”, as follows:

Section 7.3 C. Use Categories

USES		DISTRICTS															
COMMERCIAL		R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
CONTINUED																	
Tobacco-Vape Store		<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>
Hemp Store		<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
Pharmacy-Hemp Store		<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>
Grocery Store with Hemp Sales		<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>

Except as specifically amended or changed herein, all other use categories as shown in the matrix table shall remain in full force and effect.

(c) That a new Section 8.28.6 entitled “Hemp and Tobacco Standards for Use” is added to read as follows:

Section 8.28.6 CBD Hemp and Tobacco Standards for Use

A. Purpose and Intent

The purpose and intent of this section is to regulate hemp stores, which may have secondary effects on the neighboring areas and the community as a whole. These regulations shall apply to those establishments licensed by the City that sell hemp, CBD, tobacco, or electronic smoking devices as a primary use. These regulations shall not apply to establishments that sell these products as accessory products in groceries or pharmacies.

The State of Alabama through the Alabama Alcoholic Beverage Control Board provides regulations regarding the licensing and operation of hemp and CBD stores and operators. Nothing in this section is intended to authorize or permit any establishment in violation of any city; county, state or federal ordinance, code or statute. The City has determined that this section is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Special Standards

Tobacco-vape stores must comply with the following requirements and any conditions required through Conditional Use approval:

1. No sales shall be conducted through a walk-up window or drive-through.
2. Burglar bars, steel gates, and steel-roll down doors or shutters are prohibited on the exterior of a structure when visible from any public or private street. Interior security burglar bars, steel gates and roll down doors shall allow 80 percent visibility into the tenant space and shall be fully retractable during business hours of operation.

Hemp Stores must comply with the following requirements and any conditions required through Conditional Use approval:

1. No hemp store shall be permitted within a radius of 1,500 feet of any other hemp store. This distance shall be measured from door to door.
2. No sales shall be conducted through a walk-up window or drive-through.
3. Hemp stores shall only be allowed in shopping centers that:
 - a. Contains three or more commercial tenants with a mix of grocery stores, pharmacies, restaurants, or consumer shopping good stores;
 - b. contains at least 14,000 square feet of gross floor area.
4. Burglar bars, steel gates, and steel-roll down doors or shutters are prohibited on the exterior of a structure when visible from any public or private street. Interior security burglar bars, steel gates and roll down doors shall allow 80 percent visibility into the tenant space and shall be fully retractable during business hours of operation.

Section 2. Severability. If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 3. Repeal of Conflicting Ordinances. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

Section 6. Codification. Codification of this Ordinance in the Zoning Ordinance of the City of Opelika is hereby authorized and directed

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

Meeting Date: July 28, 2026

Agenda Item #: C-4

Action Requested: Text Amendment –
A. Amend Section 2.2 Definitions
B. Amend Section 7.3 Use Categories
Amend Section 8.28.6 Hemp/CBD and Tobacco Stores

Hemp CBD and Tobacco Store Amendment:

The proposed text amendments adds categories for stores that primarily sell tobacco, hookah or vape products, and for stores that sell CBD/hemp products either a primary use or in a secondary manner. In 2026, the State of Alabama began regulating CBD and hemp products through the Alabama Beverage Control board. Through this they created multiple types of classifications for retailers to sell CBD or hemp products. This amendment address how those and stores that primarily sell tobacco, hookah, or vape products are regulated with the City of Opelika.

Cities commonly regulate tobacco, hemp and CBD retailers through size and spacing requirements. This can include limiting the concentration and number of establishments. Other methods of regulating the use include setting minimum floor size, setting dispersal requirements and other reviews.

The proposed regulations set a dispersal requirement of 1,500 feet between different establishments. This is a very common requirement. Many cities have requirements ranging from 500 feet to 1 mile. The City of Opelika is proposing to regulate CBD and hemp products similarly to package liquor stores since the state has moved them within the ABC Board's authority.

The other minimum requirement is to set a minimum floor area for tobacco and hemp/CBD stores. The requirements also prohibit standalone CBD/hemp stores, but requires them to be tied to a "sister" store or larger pharmacy or grocery store. This would not affect previously approved stores provided they continue operations as a nonconforming use.

These regulations allow for additional CBD, hemp and tobacco stores while also providing better guidelines and regulations for how they operate.

Recommendation: A positive recommendation to City Council for the text amendments.

Engineering Department Report

The Engineering Department has no other comments or concerns with this proposal.

Opelika Utilities Board Report

No comment.

Opelika Power Services Report

No comment.

At the July 28th meeting, the Planning Commission voted to send a positive recommendation to the City Council for revision to Section 2.2 Definitions, Section 7.3. C. Use Categories (matrix table) for hemp/CBD uses, and Section 8.28.6 CBD Hemp Standards for Use

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE LEASING OF A PORTION
OF THE BUILDING LOCATED AT 1103 GLENN STREET TO
LEE-RUSSELL COUNCIL OF GOVERNMENTS**

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

Section 1. It is hereby established and declared that the following described property of the City of Opelika, Alabama is no longer needed for public or municipal purposes:

A portion of the building located at 1103 Glenn Street and depicted on the Floor Plan attached hereto as Exhibit “B” (the “Leased Premises”). The Leased Premises consists of an area within the building containing approximately 2,270 square feet, including two classrooms, an office and kitchen as shown on the attached floor plan.

Section 2. That the City, having received an offer from Lee-Russell Council of Governments, to lease the Leased Premises for a monthly rental in the sum of \$500. It is hereby declared to be in the best interest of the public and the City, to lease said property to Lee-Russell Council of Governments, for a term not to exceed three (3) years.

Section 3. That a proposed Lease Agreement to be entered into between the City and Lee-Russell Council of Governments, a copy of which is attached as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor is hereby authorized and directed to execute and deliver said Lease Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest said Lease Agreement.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 : LEASE AGREEMENT
COUNTY OF LEE)

THIS LEASE AGREEMENT is made and entered into this the 1st day of October, 2026, at Opelika, Alabama, by and between the City of Opelika, a municipal corporation, hereinafter called "**LESSOR**", and Lee-Russell Council of Governments, a non-profit corporation, hereinafter called "**LESSEE**".

ARTICLE I

PROPERTY LEASED

LESSOR hereby leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, a portion of the building located at 1103 Glenn Street and depicted on the Floor Plan attached hereto as Exhibit "B" (the "Leased Premises"). The Leased Premises consists of an area within the building containing approximately 2,270 square feet, including two classrooms, an office and kitchen as shown on the attached floor plan. Lessee and its employees, guests and invitees shall have the right to use any and all common areas associated with the building in which the Leased Premises is located, including, but not limited to, parking lots, the sidewalks, driveways, the front entrance and the north corridor of the building, and shall have priority access to the three restrooms in the north corridor while the Senior Center is operating.

ARTICLE II

LEASE TERM

This lease shall be for a term of three (3) years, beginning on the 4th day of October, 2026 and expiring at 12:00 midnight on the 3rd day of October, 2029, unless sooner terminated as hereinafter provided. The parties agree that either party shall have the right to terminate the

lease at anytime by giving the other party ninety (90) days previous notice in writing of its desire to terminate the same and **LESSEE'S** obligation to pay rent shall abate after such time.

ARTICLE III

RENT

LESSEE shall pay **LESSOR** the sum of \$500.00 as monthly rent of the Leased Premises, which sum shall be payable in advance on or before the 1st day of each month.

ARTICLE IV

USE OF PREMISES

LESSEE shall have the right to use the Leased Premises as a Senior Center where services and programs are channeled to individuals who are 60 or older and for no other purpose. Nothing herein shall give the **LESSEE** the right to use the Leased Premises for any other purpose or to sublease, assign or license the use of the Leased Premises to any sublessee, assignee or licensee which or who shall use the Leased Premises for any other use.

ARTICLE V

UTILITIES

LESSOR during the term hereof shall pay all charges for gas, electricity, Internet access, sewage, water and other utilities used in and on the Leased Premises and for the removal of rubbish and garbage therefrom immediately upon coming due and hold **LESSEE** harmless from any liability therefor.

ARTICLE VI

ALTERATIONS

LESSEE shall not make any changes, alterations or improvements to the Leased Premises without **LESSOR'S** prior consent.

ARTICLE VII

INSURANCE

LESSEE agrees to secure and keep in force from the commencement date of the lease and throughout the full term of the Lease, at the **LESSEE'S** expense, commercial general liability insurance on the Leased Premises, insuring **LESSOR** against liability for injury to persons or damage to property occurring in or about the Leased Premises or arising out of the use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least \$2,000,000 for injury or death from one accident and \$250,000 property damage insurance. **LESSEE** shall name **LESSOR** as an additional insured on the policy and provide **LESSOR** with a certificate of insurance evidencing the same.

ARTICLE VIII

EQUIPMENT AND FIXTURES

All furniture, fixtures and equipment placed on the Leased Premises by **LESSEE** shall remain the property of **LESSEE**. **LESSEE** may, at the expiration of the term hereof, remove such furniture, equipment and fixtures, if removal is done so as not to damage the Leased Premises; provided, however, that any such furniture, equipment and fixtures not removed from the Leased Premises within thirty (30) days after the expiration or sooner of the term hereof shall be deemed to have been abandoned by the **LESSEE** and shall thereupon become the property of **LESSOR** without compensation to **LESSEE**.

ARTICLE IX

MAINTENANCE

LESSOR agrees to repair and maintain the Leased Premises, including the roof, walls, plumbing, electrical systems and HVAC in as good a condition as existed on the commencement date of this Lease. **LESSEE** agrees to keep the non-structural portions of the Leased Premises in good clean order and condition and shall deliver the same to **LESSOR** at the termination of the Lease in good clean order and condition, ordinary wear and tear excepted. **LESSEE** shall furnish janitorial services for general cleaning of the Leased Premises.

ARTICLE X

GOVERNMENTAL REGULATIONS

LESSEE covenants that it will observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over said premises or the activities conducted therein by **LESSEE**, its tenants and assigns.

ARTICLE XI

INDEMNIFICATION

LESSEE agrees to indemnify and hold **LESSOR** harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for defense thereof, arising from the conduct or management of **LESSEE'S** activities in the Leased Premises or from any breach on the part of **LESSEE** of any conditions of this lease, or from any act of negligence of **LESSEE** or its agents, contractors, employees, concessionaires or licensees in and about the Leased Premises. In case of any action or proceeding brought against **LESSOR** by reason of such claim, **LESSEE**, upon notice from **LESSOR**, covenants to defend such action or

proceeding by counsel acceptable to **LESSOR**.

ARTICLE XII

INSPECTION

LESSEE shall permit **LESSOR** and its agents to enter into and upon the leased premises, at all reasonable time, for the purpose of inspecting the same.

ARTICLE XIII

PEST CONTROL

LESSOR shall, at its own expense, keep the Leased Premises free from infestation by termites, rodents and other pests during the term of this Agreement.

ARTICLE XIV

ASSIGNMENT AND SUBLEASE

LESSEE may not assign or sublet the Leased Premises, or any part thereof, without the written consent of **LESSOR**.

ARTICLE X

REMEDIES FOR DEFAULT

If **LESSEE** shall fail to pay rent when due or shall fail and neglect to perform and observe any of the covenants or conditions herein contained on its part to be performed and observed, then **LESSOR** shall have the right to terminate this lease by giving fifteen (15) days' notice of its intention to do so and, after the expiration of said fifteen-day period, default not having been remedied by **LESSEE**, have the right to re-enter said premises or any part thereof without further notice or demand and to hold and peaceably enjoy the same as if these presence

had not been made. In addition to all other remedies provided at law or in equity, **LESSOR** may re-let the premises or any part thereof for all or part of the remainder of said term to a party satisfactory to **LESSOR**. All rights and remedies of **LESSOR** under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies shall be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

ARTICLE XVI

ATTORNEYS' FEES

Should either Party institute any action or proceeding of law or in equity to enforce any provision of this Agreement, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs, including but not limited to fees for experts for services rendered to the prevailing Party in such action or proceeding.

ARTICLE XVII

SUCCESSORS AND ASSIGNS

This lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII

ENTIRE AGREEMENT

This lease contains the entire agreement of the parties and all representations, agreements and statements made previously by any party to the other, unless set forth

herein, are null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
the _____ day of _____ 2026.

CITY OF OPELIKA - LESSOR

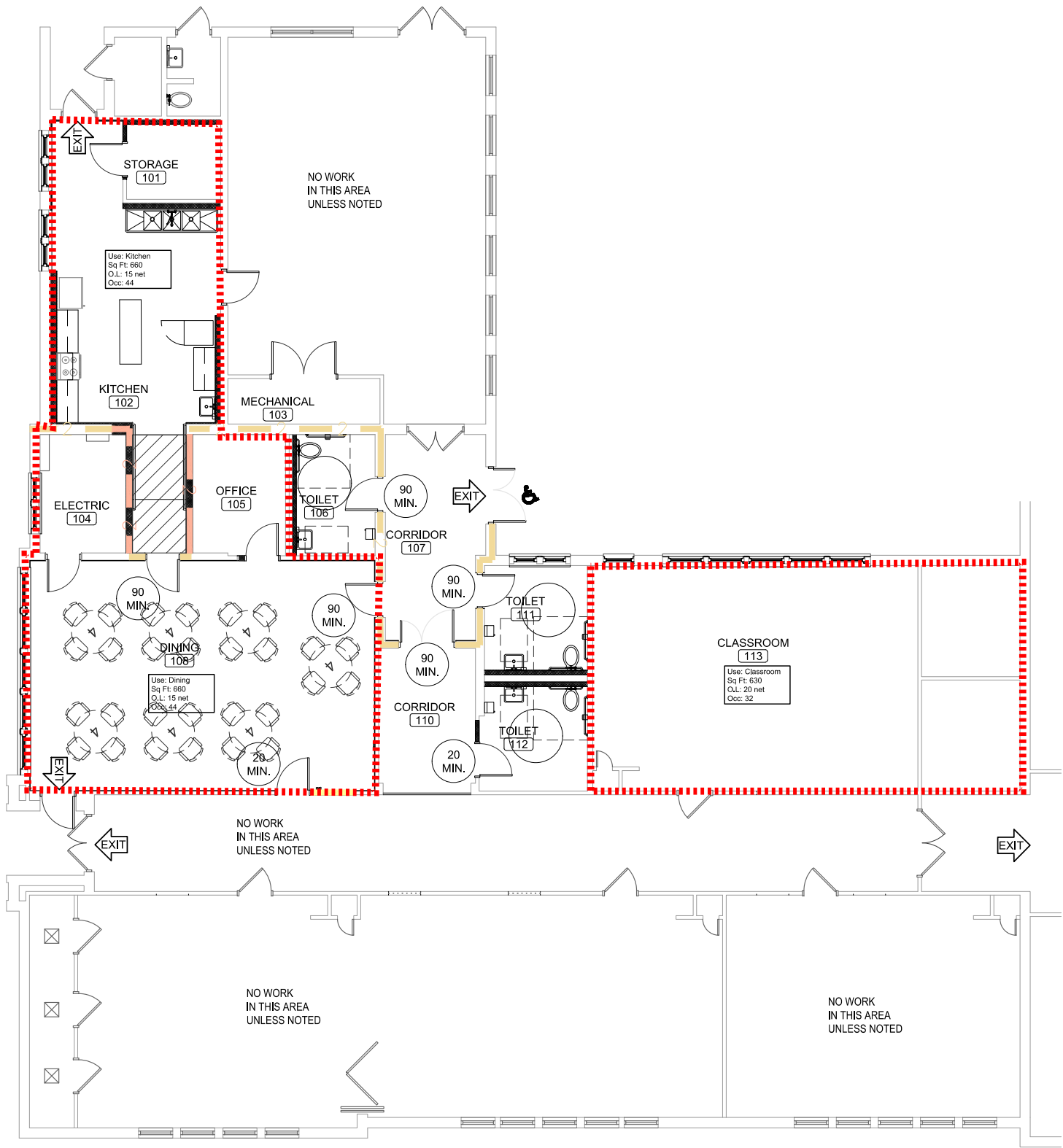
BY: _____
Its Mayor

ATTEST:

City Clerk

LEE-RUSSELL COUNCIL OF GOVERNMENTS
LESSEE

BY: _____
Its _____



ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT
TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL
OF THE CITY OF OPELIKA, ALABAMA, TO INCLUDE A SEPARATE
SEXUAL ABUSE AND MOLESTATION PREVENTION POLICY**

WHEREAS, the City of Opelika, Alabama, (the “City”) has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, employee benefits and health benefits, which are set forth in the “Personnel Policies and Procedures of the City of Opelika” (hereinafter referred to as the “Personnel Manual”); and

WHEREAS, City staff has recommended to the City Council that the Personnel Manual be updated at the present time to provide for a separate Sexual Abuse and Molestation Prevention Policy; and

WHEREAS, the City Council realizes that periodic adjustments must be made to the Personnel Manual in order to keep the manual current and consistent with state and federal labor and employment law requirements as well as policies, procedures, guidelines, rules and regulations established by the City on the local level for employees; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to amend the Personnel Manual at this time as recommended by City staff to update certain policies, procedures, guidelines, rules and regulations.

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

Section 1. Amendments. That the Personnel Manual of the City of Opelika, as previously amended, is further amended in the following respect:

That a separate Sexual Abuse and Molestation Prevention Policy be added to read as follows:

City of Opelika
Sexual Abuse and Molestation Prevention Policy
September 2026

This Sexual Abuse and Molestation Prevention Policy is incorporated into and becomes part of the Personnel Policies and Procedures of the City of Opelika (the “City”).

The City prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any City-related activity. The City provides procedures for employees, volunteers, or any other victims of sexual abuse or misconduct to report such acts. Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of employment, as well as criminally prosecuted.

No employee, volunteer, or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Because the City is dedicated to maintaining zero tolerance for abuse, it is imperative that every employee of the city actively participates in the prevention of abuse. In the event that anyone observes any suspicious or inappropriate behaviors and/or policy violations, it is their personal responsibility to immediately report their observations.

Definitions and Examples

The following definitions or examples of sexual abuse or misconduct may apply to any and/or all of the following persons – employees, volunteers or other third parties.

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a

person who is a minor (under 18 years old) where consent is not or cannot be given.

- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Any activity which is meant to arouse or gratify the sexual desires of either person.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes.
- Material such as pornographic or sexually explicit images, posters, calendars or objects.
- Unwelcome and inappropriate sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g. email, text, social media, voicemail), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- Direct or implied threats that submission to sexual advances will be a condition of employment or affiliation with the organization.

Reporting Procedure

Immediately report suspected sexual abuse or misconduct to your Supervisor, Department Director or the Human Resources Director. It is not required to directly confront the person who is the focus of the report, question or complaint before notifying your Supervisor, Department Director or Human Resources Director. The city will take every reasonable measure to ensure that those named in a complaint of misconduct or are too closely associated with those involved in the complaint will not be part of the investigative team.

Anti-retaliation and False Allegations

The city prohibits retaliation made against any employee, volunteer, or other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations of sexual abuse or misconduct can have serious consequences for those who are wrongly accused. The city prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment and criminal prosecution.

Investigation and Follow-up

The city will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly and equitably investigate whether misconduct has taken place. The city may utilize an outside third-party to conduct an investigation of misconduct. The city will cooperate fully with any investigation conducted by law enforcement or other regulatory/protective services agencies. The city will make every reasonable effort to keep the matters involved in the allegation as confidential as possible while still allowing for a prompt and thorough investigation.

Reporting to Law Enforcement or Appropriate Child or Adult Protective Services

The City is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of the City not to attempt to investigate or assess the validity or credibility of an allegation of sexual or physical abuse as a condition before reporting the allegation to proper law enforcement authorities or protective services organizations.

Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, the city is committed to maintaining a diligent screening program for prospective and existing employees, volunteers and others that may have interaction with those employed by, associating with or serviced by the city. The city may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references. Staff with hiring authority will receive training in screening and selection.

* Supervision of Youth

To provide a safe environment for minors, the city strives that a minimum of two adult workers to

supervise or be in attendance with minors during City-related activities. The purpose is to avoid one-on-one interactions between adults and minors that are not easily observable by others. Additional guidelines for supervision and interaction with minors include:

- No staff member is permitted to be alone with one child in any closed room (door must be open). One-on-one interactions should occur in public areas only.
- All activities and interactions between staff and minors should be conducted in easily accessible, visible areas. If any staff member is alone with a minor or group of minors in a room with a door, the door must remain open or the door must have a visible window/glass for easy observation from the outside.
- All staff and volunteers must refrain from any inappropriate physical contact with minors. For example, a shoulder hug is a sign of encouragement, but a full-frontal embrace is not appropriate. Staff members and volunteers should refrain from allowing minors to sit on their laps, having their arms around minors, or any other physical contact that could be misrepresented by someone passing by.
- If a staff member or volunteer finds him/herself alone with a group of children, another staff member should check-in/monitor the area closely. Our goal should always be at least two adult staff members with groups of minors at all times. If a staff member must be alone with a child, that staff member should inform other staff and ask them to randomly drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted.
- Staff will be assigned specific supervision responsibilities and will document the scheduled and periodic sweeps of high-risk areas.
- Staff are prohibited from having interactions with minor participants outside of regularly scheduled program activities unless approved by the Department Director.
- Staff are prohibited from giving individual gifts to minor participants unless approved by the Department Director and the minor's parent or guardian.

*Exception of these guidelines is permissible for Law Enforcement personnel engaged in investigatory interviews with minors.

Training Requirements

The City requires those hiring its employees and supervising its volunteers to review this policy with them prior to them beginning employment and/or volunteering and provide any additional education or training needed to ensure they are able to effectively follow this policy.

Code of Conduct

The Code of Conduct outlines specific expectations of the staff and volunteers as we strive to accomplish our mission together.

1. Participants will be treated with respect at all times.
2. Participants will be treated fairly regardless of race, sex, sexual orientation, gender identification, age, or religion.
3. Staff and volunteers will adhere to uniform standards of displaying affection as outlined by our organization.
4. Staff and volunteers will avoid affection with participants that cannot be observed by others.
5. Staff and volunteers will adhere to uniform standards of appropriate and inappropriate verbal interactions as outlined by our organization.
6. Staff and volunteers will not stare at or comment on participants' bodies.
7. Staff and volunteers will not date or become romantically involved with participants.
8. Staff and volunteers will not use or be under the influence of alcohol or illegal drugs in the presence of participants.

9. Staff and volunteers will not have sexually oriented materials, including printed or online pornography, on City property.
10. Staff and volunteers will not have secrets with participants and will only give gifts with prior permission.
11. Staff and volunteers will comply with our organization's policies regarding interactions with participants outside of our programs.
12. Staff and volunteers will not engage in inappropriate electronic communication with participants.
13. Staff and volunteers are prohibited from working one-on-one with participants in a private setting. Staff and volunteers will use common areas when working with individual participants.
14. Staff and volunteers will not abuse participants in any way including (but not limited to) the following:
 - a) *Physical abuse*: hitting, spanking, shaking, slapping, unnecessary restraints
 - b) *Verbal abuse*: degrading, threatening, cursing
 - c) *Sexual abuse*: inappropriate touching, exposing oneself, sexually oriented conversations
 - d) *Mental abuse*: shaming, humiliation, cruelty
 - e) *Neglect*: withholding food, water, shelter
15. The city will not tolerate the mistreatment or abuse of one participant by another participant. In addition, the city will not tolerate any behavior that is classified under the definition of bullying, and to the extent that such actions are disruptive, we will take steps needed to eliminate such behavior.
16. Bullying is aggressive behavior that is intentional, is repeated over time, and involves an imbalance of power or strength. Bullying can take on various forms, including:
 - a) *Physical bullying* – when one person engages in physical force against another person, such as by hitting, punching, pushing, kicking, pinching, or restraining another.
 - b) *Verbal bullying* – when someone uses their words to hurt another, such as by belittling or calling another hurtful names.
 - c) *Nonverbal or relational bullying* – when one person manipulates a relationship or desired relationship to harm another person. This includes social exclusion, friendship manipulation, or gossip. This type of bullying also includes intimidating another person by using gestures.
 - d) *Cyberbullying* – the intentional and overt act of aggression toward another person by way of any technological tool, such as email, instant messages, text messages, digital pictures or images, or website postings (including blogs). Cyberbullying can involve:
 - i) Sending mean, vulgar, or threatening messages or images.
 - ii) Posting sensitive, private information about another person.
 - iii) Pretending to be someone else in order to make that person look bad.
 - iv) Intentionally excluding someone from an online group.
 - e) *Hazing* – an activity expected of someone joining or participating in a group that humiliates, degrades, abuses, or endangers that person regardless of that person's willingness to participate.
 - f) *Sexualized bullying* – when bullying involves behaviors that are sexual in nature. Examples of sexualized bullying behaviors include sexting, bullying that involves exposures of private body parts, and verbal bullying involving sexualized language or innuendos.
 - g) Anyone who sees an act of bullying, and who then encourages it, is engaging in bullying. This policy applies to all participants, staff and volunteers.
17. All staff must follow state specific mandatory reporting requirements. Staff should be trained to be aware of and understand their legal and ethical obligation to recognize and report suspicions of mistreatment and abuse. Staff will:
 - a) Be familiar with the symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse.

- b) Know and follow organization policies and procedures that protect participants against abuse.
- c) Report suspected child abuse or neglect to the appropriate authorities as required by state mandated reporter laws.
- d) Follow up to ensure that appropriate action has been taken.

18. Staff and volunteers will report concerns or complaints about other staff, volunteers, adults, or participants to our organization’s supervisors.

19. The City cooperates fully with the authorities to investigate all cases of alleged abuse. Any staff or volunteer shall cooperate to the fullest extent possible in any external investigation by outside authorities or internal investigation conducted by the City or persons given investigative authority by the City. Failure to cooperate fully may be grounds for termination.

20. Staff and volunteers may not have engaged in or been convicted of participant abuse, indecency with a participant, or injury to a participant, prior to hire or appointment.

Acknowledgement of Sexual Abuse and Molestation Prevention Policy

I have read and agree to comply with the City of Opelika’s policies regarding sexual abuse and molestation prevention.

Printed Name of Employee

Date

Signature of Employee

Section 2. Severability. The provisions of this ordinance are severable. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. Cumulative of All Other Ordinances. The provisions of this ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the subject matter as covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 4. Effective Date. This ordinance shall become effective upon its passage, approval and publication as required by law.

Section 5. 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. _____

AN ORDINANCE TO AMEND THE TEXT OF THE
ZONING ORDINANCE 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. Amendment. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respect:

(a) That Section 2.2 DEFINITIONS is further amended to add the following definitions of “ABC Board”, “ABC Store”, “Beer and Wine Store”, “Package Liquor Store”, and “Package Store”.

ABC BOARD—The State of Alabama Alcoholic Beverage Board.

ABC STORE—A business establishment operated by the ABC Board that sells and disburses liquor in unopened containers for off-premise consumption.

BEER AND WINE STORE— A business establishment licensed by the ABC Board to sell beer and/or wine to consumers for off-premise consumption. This shall not include establishments that sell products for on-premise consumption; those establishments where beer and wine sales are accessory to a principal use such as grocery stores, convenience stores, or pharmacies; nor those establishments that engage in the production of beer or wine.

PACKAGE LIQUOR STORE—A business establishment licensed by the City where liquor is authorized to be sold in unopened containers for off-premise consumption, including any City-licensed club or lounge that is also licensed by the ABC Board to sell and disburse liquor in unopened containers for off-premise consumption. This shall not include liquor stores operated by the ABC Board nor a business selling only beer and/or wine for off-premise consumption.

PACKAGE STORE—A place or premise for the principal purpose of selling, at retail, alcoholic beverages by the keg, bottle, can, pack or case, for off-premise consumption.

(b) That the use categories in the matrix table in Section 7.3, as amended, are further amended to provide for the use categories of “Package Liquor Store”, “Beer & Wine Store” and “ABC Store”, as follows:

Section 7.3 C. Use Categories

COMMERCIAL																	
CONTINUED		R-1	R-1A	R-2	R-3	R-4	R-4M	R-5	R-5M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
Package Liquor Store		N	N	N	N	N	N	N	N	N	C	C	N	N	N	C	N
Beer & Wine Store		N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	C
ABC Store		N	N	N	N	N	N	N	N	N	C	C	N	N	N	C	C

Except as specifically amended or changed herein, all other use categories as shown in the matrix table shall remain in full force and effect.

(c) That a new Section 8.28.5 entitled “Package Liquor Store Standards for Use” is added to read as follows:

Section 8.28.5 Package Liquor Store Standards for Use

A. Purpose and Intent

The purpose and intent of this section is to regulate package liquor stores, which may have secondary effects on the neighboring areas and the community as a whole. These regulations shall apply to those establishments licensed by the City that sell liquor in unopened containers for off premise consumption. These regulations shall not apply to establishments that store, distribute, or sell liquor in bulk or wholesale to other retailers for sale. These regulations shall not apply to licensed and approved distilleries, micro-distilleries, or ABC Stores operated directly by the State of Alabama. These regulations shall not apply to establishments selling only beer and/or wine for off premise consumption.

The State of Alabama through the Alabama Alcoholic Beverage Control Board provides regulations regarding the licensing and operation of liquor or package stores and operators. Nothing in this section is intended to authorize or permit any establishment in violation of any city; county, state or federal ordinance, code or statute. The City has determined that this section is necessary to supplement other regulations to establish reasonable regulations on this use and any effects it may have on adjoining properties or the City and its residents.

B. Special Standards.

Package liquor stores must comply with the following requirements and any conditions required through Conditional Use approval:

1. No package liquor store shall be permitted within a radius of 1,500 feet of any other package liquor store. This distance shall be measured from door to door.
2. The minimum gross floor sales area shall be 2,000 square feet.
3. Package liquor stores shall only be allowed in shopping centers that:
 - a. Contains three or more commercial tenants with a mix of grocery stores, pharmacies, restaurants, or consumer shopping good stores;
 - b. contains at least 14,000 square feet of gross floor area.
4. No sales shall be conducted through a walk-up window or drive-through.
5. Burglar bars, steel gates, and steel-roll down doors or shutters are prohibited on the exterior of a structure when visible from any public or private street. Interior security burglar bars, steel gates and roll down doors shall allow 80 percent visibility into the tenant space and shall be fully retractable during business hours of operation.

Section 2. Severability. If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 3. Repeal of Conflicting Ordinances. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

Section 6. Codification. Codification of this Ordinance in the Zoning Ordinance of the City of Opelika is hereby authorized and directed.

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

Meeting Date: July 28, 2026

Agenda Item #: C-3

Action Requested: Text Amendment –
A. Amend Section 2.2 Definitions
B. Amend Section 7.3 Use Categories
Amend Section 8.28.5 Package Liquor Store

Package Liquor Store Amendment:

The proposed text amendments cover changes to the permitted use table and use standards for package liquor stores. Package liquor stores are stores that sell liquor for off premise consumption. This proposed amendment separates ABC operated stores owned by the State of Alabama from private package stores. This does not include stores that only sell beer or wine. This use was added to the zoning ordinance in 2010. The zoning ordinance currently limits where these stores can be located. Package liquor stores are allowed conditionally in the C-3 and M-1 zones.

The City of Opelika has six (6) private package stores and two (2) ABC Stores. The state package stores are between 3,500-4,000 square feet. The private stores are between 500-1,200 square feet. Five of the eight are located with Gateway Corridors. A common request is to allow additional package stores. This request usually comes from gas station owners or in commercial multi-tenant buildings. All the private package stores share a building with a gas station or are immediately adjacent.

Various studies by the Center for Disease Control and Prevention and other public health organizations recommend limiting alcohol density through zoning and other means. Higher density is linked to increased excessive drinking and violence. Common ways to do this are limiting the concentration and number of establishments. Other methods of regulating the use include setting minimum floor size, setting dispersal requirements and other reviews.

The proposed regulations set a dispersal requirement of 1,500 feet between different establishments. This is a very common requirement. Many cities have requirements ranging from 500 feet to 1 mile. The City of Opelika currently uses similar spacing requirements for body art, adult uses, and other uses.

The other minimum requirement is to set a minimum floor area for package liquor stores. Many of the current private stores share staff between convenience stores and liquor stores. Larger stores have dedicated staff to better ensure regulations and laws are met. The requirements also prohibit standalone package stores but requires them to be tied to a “sister” store or larger pharmacy or grocery store. This would not affect previously approved stores provided they are currently open or those approved specifically through a PUD.

These regulations allow for additional package liquor stores while also providing guidelines and regulations for how they operate.

Recommendation: A positive recommendation to City Council for the text amendments.

Engineering Department Report

The Engineering Department has no other comments or concerns with this proposal.

Opelika Utilities Board Report

No comment.

Opelika Power Services Report

No comment.

At the July 28th meeting, the Planning Commission voted to send a positive recommendation to the City Council for revision to Section 2.2 Definitions, Section 7.3 C. Use Categories (matrix table) for alcohol uses, and Section 8.28.5 Package Liquor Store Standards for Use.

ORDINANCE NO. _____

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

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

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

Chapter 14 - LICENSES AND TAXATION

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

Sec. 14-387. - Definitions.

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

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

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

“*Housing Unit*” means a dwelling or mobile home.

“*Individual*” means a natural person.

“*Operator*” means a person who operates a short-term rental, including a short-term rental manager as defined herein.

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

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

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

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

“*User*” means a person who uses a short-term rental.

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

- (a) It shall be unlawful for any person, operator, platform, firm, company or business entity to list, advertise, or hold out for rental, any room or building as a short-term

rental without first obtaining a business license from the City of Opelika, and including said business license number on the advertisement or listing.

- (b) The name, valid telephone number and email address of an adult human contact who is residing within Lee County, AL shall be conspicuously posted by the operator within the short-term rental property unit. The contact person shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short-term rental period to address problems or complaints associated with the short-term rental property and shall respond to the property location when requested by a city employee within one hour of said request.
- (c) The short-term rental shall comply with all applicable City regulations and ordinances regarding garbage, refuse, vegetative debris and trash collection, noise, parking regulations, including zoning, historic preservation and overlay districts.
- (d) The short-term rental shall adhere to all applicable state and federal laws and regulations, including International Building and Fire codes as existing now and as may be promulgated hereafter under Alabama Admin. Code r. 482-2-109-.03, and Ala. Admin. Code r. 482-2-101.02., respectively.

Sec. 14-389. - Short-term rentals—License required; short-term rental lodging tax rates.

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

- (a) If such business is being conducted within the corporate limits of the City, the short-term rental lodging tax shall be in an amount to be determined by the application of the identical standard lodging license tax rate imposed in Article VII Section 14-122 of the Opelika Code of Ordinances, and as said rate is now or hereafter amended.
- (b) No short-term rental business shall operate in the City without having first obtained a business license from the City. Any operator who, on the effective date of this ordinance, is lawfully operating a short-term rental shall have thirty (30) days from the effective date of this ordinance to obtain a short-term rental license.
- (c) If a short-term rental unit is managed by a person other than the licensee or a principal of the licensee for that unit, that person must also possess a valid license from the City of Opelika to manage property.
- (d) (4) The NAICS code to be used for licensing of residential property managers is 531311.
- (e) The NAICS code to be used for licensing of short-term rental is 721199, all other traveler accommodation.
- (f) Application for a license. Each application for a short-term rental license shall contain or include the following information and documentation:
 - a. The name, signature, address and telephone number of the owner of the housing unit to be associated with the license.
 - b. The name, address and telephone number of any property manager or property management firm that will be operating the short-term rental.
 - c. The name, address and telephone number (including a telephone number that provides for communication twenty-four (24) hours a day) of the local contact person who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term rental unit.
 - d. The address of the housing unit proposed to be used as a short-term residential rental.

- e. A list of all hosting platforms that the applicant proposes to use to market, advertise, offer, solicit customers for, or make available for commercial use the short-term residential rental applied for.
- (f) In connection with the issuance of a license, the Purchasing-Revenue Manager may impose on the licensee (or upon the renewal thereof) reasonable conditions that are in addition to the requirements of this chapter and that are designed to protect the public health, safety and welfare. In addition, at any time during a license period, the Purchasing-Revenue Manager may impose such a requirement on a licensee whose short-term residential rental has been the subject of complaints of violations of this chapter.
- (g) The operator of a short-term residential rental shall comply with all provisions of City of Opelika Ordinances that pertain to the collection of lodging taxes by the operator of an establishment subject to those ordinances, as well as the associated record keeping requirements.

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

- (a) A business license for short-term rental is non-transferable.
- (b) The Purchasing-Revenue Manager may require a new application for a business license and new permit(s) if the changes warrant a new application.

Suspension—Revocation. In addition to any other remedy available for a violation of this chapter, the Purchasing-Revenue Manager may refer the license to council for revocation of a license issued under this chapter in connection with a particular short-term unit for the second or subsequent violation of this chapter regarding that unit within any twelve-month period. In addition, the renewal of a license issued under this chapter or an application for a new license under this chapter may be denied if the licensee or applicant has been found guilty of any provision of this chapter or has been determined to be in violation of any provision of this chapter in connection with a civil proceeding. If a business license is revoked all permit(s) under that license will be revoked simultaneously.

Enforcement. Officers of the police department are authorized to enforce or assist in the enforcement of this chapter.

Sec. 14-390. – Fees and payment due date; delinquency.

The short-term rental business license and short-term rental lodging tax shall be in addition to every other license levied by the City. The fee for a short-term rental business license is 1.5% of the annual gross receipts of each short-term unit, provided further that the minimum license fee shall be one hundred dollars (\$100.00).

Short-term rental lodging tax shall be due on or before the twentieth (20th) day of the month following the reporting period.

Delinquency—Any person who fails to pay the short-term rental lodging tax within the time required shall pay an additional tax equal to ten percent (10%) of the amount of tax due or \$50.00, whichever is greater, as a penalty. Such penalty shall be assessed and collected as part of the short-term rental lodging tax.

Sec. 14-391. - Filing statement.

On or before the twentieth (20th) day of each month, every person upon whom a license is issued shall render to the City of Opelika, on a form prescribed by the Purchasing-Revenue Manager, a true and correct statement showing the gross proceeds of such

person's business licensed for the preceding month, together with such other information that the Purchasing-Revenue Manager may require.

Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue and tax submitted to the City of Opelika, on or before the twentieth (20th) day of each month.

The failure of a third party or operator to remit collected lodging tax does not relieve the licensee of their liability for such payments to the City of Opelika.

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

All premises in the City which are subject to an application for a short-term rental business license must meet applicable fire and building codes.

Sec. 14-393. - Inspections required; fees.

Prior to the issuance or renewal of a short-term rental business license, the premises of the short term rental unit in the City must be inspected for compliance with the City of Opelika's Building and Fire Codes.

- (a) Prior to the initial issuance of a short-term rental license, short-term rentals located in a single-family dwelling must be inspected by the Fire Official and a licensed home inspector, or other licensed and qualified individuals approved by the City's Chief Building Official. An inspection report must be completed on the form established by the City's Chief Building Official. Prior to renewal of a short-term rental license for a rental located in a single-family dwelling, an inspection report described above which is performed less than twenty-four (24) months prior must be on file with the Purchasing-Revenue Department. Prior to each renewal, the property owner shall certify under oath that no changes in condition of the property have occurred since the prior inspection approval date.
- (b) Short-term rentals located in bed and breakfasts, boarding houses, and those located in multi-family buildings must be inspected by, and approval obtained from, the Opelika Fire Department and Building Inspector.
- (c) The City's Building Inspector and Fire Chief are permitted to assess one inspection fee not to exceed \$100.00 to offset the expense of the inspection.

Sec. 14-394. - Designation of agent; professional license required.

- (a) In order to be eligible for a short-term rental business license, a person or company desiring to operate a short-term rental business must be the owner of the property proposed to be covered under the license or have a completed "designation of agent" form from the property's owner.
- (b) Any person or entity operating as a short-term rental manager must obtain a business license and must be professionally licensed in compliance with Ala. Code §34-27-30.

Sec. 14-395. - Rental of residential property license fee and assessment.

(1) This section applies to the rental or leasing, for residential purposes, of real property, including but not limited to houses, apartments, condominiums, rooms or dormitories, mobile homes or spaces for mobile dwellings, tiny homes, or any portion thereof which are not short-term rentals. Each owner of residential real property in the city, who rents or leases such property to others as the lessor, whether directly or through an agent, shall obtain a business license as set forth in Section 14-300 of the City Code. The business license for residential rental real property shall be due and payable annually by February 15 of each calendar year and shall be assessed at one and one-half percent (1.5%) of gross receipts, provided further that the minimum license fee shall be one hundred dollars (\$100.00).

(2) The NAICS code to be used for licensing of residential rental is 531110, lessors of residential buildings and dwellings.

(3) Owners of residential real property who have engaged a third-party to manage their rental properties may choose to have the third-party management agent business to submit such owners' residential rental license. This does not preclude or excuse the property management company from obtaining a separate business license for property management business activities conducted in the City.

(4) The NAICS code to be used for licensing of residential property managers is 531311.

(5) Every owner or manager of residential rental real property is required to submit to the city with each business license application, renewal or quarterly return a detailed listing of each property from which rental income was received, and for each property so listed, the amount of the gross receipts from that property for the specified calendar year or quarter. The listing shall be organized by property owner and shall include the name of the property owner, the property address(es), the gross receipts from the rental of each of the properties for the specified calendar year or quarter, a subtotal of the gross receipts from rentals by property owner, and the license amount due thereon. At the end of the listing, the total gross receipts from all properties shall be shown, as shall the total rental license taxes due for all properties. This detailed property listing is required to be submitted with the business license that is required to be remitted under this article, in order for such remittance to be considered complete.

(6) In addition to the detailed property listing specified in section (3) above, each owner or manager of residential rental real property shall report any change in the detailed listing submitted, from the listing submitted for the previous quarter. Changes to be reported include the acquisition of new properties, whether by purchase or by agreement to provide management services therefore, the sale of previously owned properties and the removal of previously managed properties from the business agent's management responsibility.

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

(8) Notwithstanding the above, owners of multifamily residential rental property where the gross receipts for a single parcel is more than one million dollars (\$1,000,000.00) within a calendar year, regardless of ownership, shall remit the business license payments and required reports on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. The business license for residential rental property shall become delinquent if not paid on or before the last day of the month in which it is due: January 31, April 30, July 31, and October 31.

Sec. 14-396. - Rental of commercial property license fee and assessment.

(1) This section applies to the rental or leasing of real property for commercial purposes, including but not limited to stores, restaurants, offices, warehouses, other similar non-residential enterprises, or any portion thereof in which business other than the rental of residential real property may be conducted. Each owner of commercial real property in the city, who rents or leases such property to others as the lessor, whether directly or through an agent, shall obtain an annual business license from and pay a business license fee to the city of one fortieth (1/40) of one percent (0.00025) of gross revenues, provided further that the minimum license fee shall be one hundred dollars (\$100.00). The business license fee for commercial rental real property shall be due on the first business day of each calendar year, and such license fee shall

become delinquent on February 15th of each calendar year. All penalty and business license reporting requirements applicable to other categories of business under this article shall also be applicable to this category.

- (2) The NAICS code to be used for licensing of commercial rental is 531120, lessors of nonresidential buildings.
- (3) Owners of commercial rental real property who have engaged a third party to manage their rental properties may choose to have the third-party management agent to submit such owners' business license applications or business license renewals, as well as their commercial rental business license fees. Management agent businesses that submit business license applications or business license renewals on behalf of their clients will be issued a single business license to which is appended a detailed listing of the property owners and the individual properties for which the business license is being obtained or renewed. When a management agent submits renewals on behalf of multiple clients, the minimum business license of one hundred dollars (\$100.00) shall apply independently to each distinct legal entity or individual property owner listed on the application.
- (4) The NAICS code to be used for licensing of commercial property managers is 531312, nonresidential property managers.
- (5) Every owner or manager of commercial rental real property is required to submit to the city with each business license application or business license renewal a detailed listing of each commercial property from which rental income was received, and for each property so listed, the amount of the gross receipts from that property for the specified calendar year. The listing shall be organized by property owner and shall include the name of the property owner, the property address(es), the gross receipts from the rental of each of the properties for the specified calendar year, a subtotal of the gross receipts from rentals by property owner, and the license amount due thereon. At the end of the listing, the total gross receipts from all properties shall be shown, as shall the total rental license tax due for all properties. This detailed property listing is required to be submitted with the annual license tax that is required to be remitted under this article, in order for such remittance to be considered complete.
- (6) In addition to the detailed property listing specified in section (3) above, each owner or manager of rental real property shall report any change in the detailed listing submitted, from the listing submitted for the previous calendar year. Changes to be reported include the acquisition of new properties, whether by purchase or by agreement to provide management services therefore, the sale of previously owned properties and the removal of previously managed properties from the business agent's management responsibility.
- (7) If a commercial rental property owner has engaged a property management agent, the property manager may submit on behalf of the property owner, the detailed listing required above; provided, however, that the failure or omission by any property management agent to report such gross receipts detailed by property and to remit the rental real property license fee due thereon shall not relieve or excuse any property owner from the requirement to report such gross receipts and pay such license tax.

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

ARTICLE XVII. - Commercial Self-Service Storage Facility Rental.

Sec. 14-397. - Definitions.

“*Self-service storage facility*” shall mean any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have

access to the space for the purpose of storing and removing personal property on a self-service basis but does not include a garage or other storage area in a private residence and not for residential, sleeping, or human habitation purposes.

Sec. 14-398. - Self-Service storage facility rentals; generally.

- (a) Newly constructed self-service storage facilities must confirm compliance with this Section with the Revenue Department before opening.
- (b) Site layouts and building plans must adhere to the Opelika Zoning Ordinance and shall obtain necessary departmental signatures prior to license being issued.
- (c) Every facility must purchase an annual business license. License fees shall be calculated based on gross receipts in accordance with the license schedule MS – Warehousing and Storage.
- (d) Any third-party contractors or staff operating on-site must maintain active copies of their licenses/badges.

Sec. 14-399. - Taxes and remittances.

- (a) Storage unit rentals are subject to a one and one-half percent (1.5%) City rental/leasing tax applied to the gross receipts derived from renting space. Monthly reports and payments are due to the City of Opelika on or before the 20th of the month following the reporting period.
- (b) Any person working within the corporate limits of the City of Opelika is subject to a 1% occupational tax on wages. Facility owners with W-2 employees or 1099 subcontractors must submit quarterly return forms and year-end reconciliation forms.

Sec. 14-400. - Compliance and lien administration.

- (a) Facilities must adhere to the requirements of the Alabama Self-Service Storage Facilities Act (Ala. Code § 8-15-40 et seq.).
- (b) Rental agreements must clearly advise occupants in bold type of the operator's lien on stored property for delinquent rent and late fees, along with the provision that property may be sold to satisfy this debt.

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

Section 4. Severability Clause. If any section, subsection, clause, or portion of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said section shall not affect any other section, subsection, provision, or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 5. Construction. If any section, paragraph, sentence or word of this Ordinance or any section hereby adopted are 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 independent of the elimination therefrom of such portion that may be declared invalid.

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

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK